

MASTER COLLECTIVE AGREEMENT

BETWEEN



LOOMIS EXPRESS A DIVISION OF TRANSFORCE

(HEREINAFTER REFERRED TO AS "THE COMPANY")

AND



**UNIFOR CANADA & IT'S
LOCALS 114, 755, 4005, 4050 & 4457**

(HEREINAFTER REFERRED TO AS "THE UNION")

April 1, 2017 to March 31, 2021

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PREAMBLE

BETWEEN:

**LOOMIS EXPRESS A DIVISION OF TRANSFORCE
(Hereinafter referred to as the "Company")**

AND:

**UNIFOR
(UNIFOR - CANADA)
(Hereinafter referred to as the "Union")**

WHEREAS it is the desire of the Company and the Union to enter into an agreement governing the wages, hours of work, and working conditions, of the Hourly Employees and Owner Operators of the Company in the classifications as contained within this Agreement arrived on by Memorandum on May 2nd, 2017 and which is incorporated into and forms part of this collective agreement and the applicable provincial appendices.

During the term of this Agreement there will be no lockout by the Company, nor any strike, work stoppage or slowdown by the Hourly Employees and Owner Operators.

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

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

Note;

No articles or clauses from both hourly employee and owner operator sections of each provincial appendix including any appendixes, schedules, business agreements, letters of understanding, intents or agreements may be in direct conflict with the National General Language provisions of this Collective Agreement. In such situations the National General Language provisions of this Collective Agreement shall prevail.

E&O Included

The parties agree that any headers added in the 2017 round of bargaining to the National Agreement or to any Provincial Appendix cannot be used to change or modify the intent of any existing article or language; such headers have been added solely for the purposes of readability and organization.

ARTICLE 1 – UNION RECOGNITION AND RIGHTS

1.01 Union Recognition

The Company recognizes the Union as the sole collective bargaining agent of the employees and owner operators covered by this agreement. Properly qualified Officers and Committeepersons of the Union shall be recognized by the Company in discussing any and all matters affecting the relationship between the Company and the employees and owner operators who are members of the Union and are affected by this agreement.

1.02 No Discrimination

The Company shall not discriminate against any of the employees or owner operators who are members of the Union for Union activity and/or for their activities in representing other employees or owner operators.

1.03 Successor Rights

The provisions of the *Canada Labour Code* dealing with successor rights and obligations are recognized by the parties.

1.04 Union Membership

It is hereby agreed that all employees and owner operators shall become members of the Union and shall as a condition of employment become and remain members of the Union.

1.05 Union Dues Deduction

The Company agrees to deduct from the pay of each employee and owner operator, who is a member of the Union, or covered by this Collective Agreement, an amount of Union dues or their equivalent, as specified by the National Secretary-Treasurer of the Union and forward the full amount so deducted to him or her, or such other person or local union as may be officially designated. Said deductions to be made as directed by the National Secretary-Treasurer of the Union or such person or local union as that official may designate. The monthly dues remittance shall be accompanied by a list of employees or owner operators on the payroll for the pay period in which the deductions were made. A copy of said list only will be forwarded to the local union office as directed by the Union.

1.06 Union Dues on T4 Slips

The Company shall show the total amount of Union dues deducted on the employee's T-4 slip or T4-A's for owner operators at the end of each calendar year.

1.07 No Individual Agreements

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

1.08 Picket Lines

The Company shall not require an employee, Owner Operator relief driver or owner operator covered by this Agreement to cross a legal picket line or to accept any product or goods from any person or employees or owner operators of any person with whom a Union has a legal picket or placard line around or against, or to deliver any product or goods to any person, or employees or any person with whom a Union has a picket or placard line around or against.

1.09 Union Label

It shall not be a violation of this agreement for an employee or owner operator to post the Union label in a conspicuous place in the cab of the vehicle or equipment he/she is operating. The positioning of the label shall be in accordance with Company policy. The standard position shall be the driver's side no-draught window.

1.10 Provision of Collective Agreements

The Company shall pay for all costs associated to print and distribute a new collective agreement to the membership. The Company shall ensure that all employees and owner operators are provided with a copy of the collective agreement as soon as they are printed or upon hire. Each Local Union shall receive an additional allotment upon request as required for collective agreement administration, subject to availability.

1.11 Payment for Collective Bargaining

The Company shall pay for the lost wages and/or revenue required for each employee or owner operator to participate on the Union's Bargaining Committee for all days involved in collective bargaining with the Company including the days for the 2012-2013 round of collective bargaining.

1.12 Contracting Out

- (a) The Company shall not contract out any bargaining unit work or use any lease operator, or lease vehicle other than established in this Collective Agreement.
- (b) Leased Owner Operators will not be used for the purpose of depriving regular Employees of their regular hours of work on their regular shifts.
- (c) The Company agrees it will not use any leasing Equipment/Driver for the purpose of evading this Agreement.
- (d) Unless otherwise specified in this agreement, warehouse staff will prepare the loads and unloads and the language may need to be revised for any HQ loads unless there are local agreements in place to the contrary. No contractor shall perform warehouse work at Loomis facilities unless otherwise specified. The status quo in these issues as of June 1, 2013 shall be maintained for the life of this agreement.

Note: The Union will enter into a national Letter of Understanding as per the current Letter of Understanding relating to in sourcing between DHL and Loomis as per the letter already in place with the addition that if the contract with DHL ends, the Letter of Understanding also expires. The Company will provide an update in writing to the Union if the contract ends.

1.13 Bargaining Unit Work

- (a) All storing, handling and delivering of merchandise or other goods and materials shall be carried on by the Company's employees or owner operators, members of the Union, in the categories covered in this Collective Agreement where such work is under the control of the Company.
- (b) No person not in the bargaining unit shall perform bargaining unit work on a regular and/or on-going basis but may assist in a temporary overload or emergency situation. A Supervisor or Manager must advise the Shop Steward or Designate on shift when this clause is invoked and provide an explanation at that time.

1.14 Notification of Representatives

The Union shall promptly notify the Company in writing of the names of the employees and owner operators who are authorized Union Representatives including their positions and of any changes in the personnel thereof. The Company shall inform the Union, in writing, of the Supervisors and Managers with whom said accredited Representatives shall deal and any changes in personnel thereof.

1.15 Leave for a Full-Time Union Position

Any employee or owner operator elected or appointed to a full-time position with the National or Local Union or affiliated organizations shall be granted an indefinite leave of absence without pay provided that thirty (30) days' notice is given the Company prior to the beginning of such leave. During such leave, the employee or owner operator's seniority shall accumulate. Health and welfare benefits shall be suspended thirty (30) days after such leave commences, and annual vacation benefits shall be suspended immediately. They will both again be in effect the first (1st) day the employee or owner operator returns to work.

1.16 New Members

- (a) The Company shall furnish to the appropriate Provincial Unit Chairperson a list of new employees or Owner Operators taken into employment by the Company within seven (7) calendar days of their being hired.
- (b) The Company shall, at the time of hiring, inform the employee as to his/her status regarding whether they are full time or part time employee or casual. For clarity, in Ontario, the parties consider "casuals" to be "part-time unassigned".
- (c) It shall be the responsibility of the Company, when hiring a new employee, or Owner Operator to have him/her sign a Union membership card (such cards are to be provided by the Local Union) and forward it to the appropriate Local Union Office within seven (7) calendar days of the new employee or Owner Operator being hired.
- (d) At the time of hiring, the employee or Owner Operator shall be handed a copy of and full details of the Health and Welfare Benefit Plan as well as their Union representative contact information as provided by the Local Union.
- (e) Should an employee or Owner Operator discontinue service or leave the employment of the Company before issuing the final cheque, the appropriate Local Union is to be notified.

1.17 New Member Orientation

Any new employee or Owner Operator shall be told that Loomis is a Unifor represented workplace and must be introduced to the appropriate Unit Chairperson or designate within their first week of employment, the employee or Owner Operator and Unit Chairperson or designate shall be given thirty (30) minutes paid time alone after such introduction.

1.18 Owner Operators Deemed Employees

A Dependent Contractor (Owner Operator) is deemed to be an "Employee" of the Company as defined by the Labour Code of Canada, Part I and Part II.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights Defined

The Union recognizes, except to the extent Management Rights have been abridged or modified by specific terms and conditions in this Agreement, that it is the exclusive function of management only to:

- (a) Hire, classify, promote, demote, lay-off, suspend, discharge or otherwise discipline hourly /Owner Operators for just/reasonable cause.
- (b) Maintain order, discipline and efficiency; and establish and enforce rules and regulations governing the conduct of hourly and Owner Operators, and which will not be inconsistent with the provisions of this Agreement.
- (c) The right to reduce overtime hours wherever and whenever possible, subject to the restrictions and limitations in the collective agreement.
- (d) The right to determine the products to be handled, the methods of handling and processing and related scheduling of personnel and operations.
- (e) The right to enter into a Business Agreement (Schedule "B") with, reroute, or terminate the Business Agreement (Schedule "B") for just cause.
- (f) The right to assign work by the most economical means available to the Company.

2.02 Consistent with Agreement

The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

2.03 Right to Grieve

The above clauses shall not deprive Hourly Employees and Owner Operators of the right to exercise the grievance procedures as outlined in this Agreement

2.04 Management Defined

The term "Management" shall refer to Management and Supervisors not covered under the certificate of the bargaining unit.

2.05 No Strike or Lockout

During the term of this Agreement, there shall be no lock-out by the Company, nor any strike or work stoppage by the hourly employees and Owner Operators.

ARTICLE 3 – GRIEVANCE PROCEDURES

3.01 Intent

It is the intention of the parties that this procedure shall provide a just and peaceful method of adjusting grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this Article.

3.02 Grievance Defined

Any complaint, disagreement, or difference of opinion between the Company and the Union or the Hourly Employees and Owner Operators covered by this Agreement which concerns the application or interpretation of the terms and provisions of this Agreement, shall be considered a grievance.

3.03 Grievance Initiation

- (a) Any hourly employee, owner operator, the Union, or the Company may present a grievance. A group and/or policy grievance filed on behalf of the Union or the Company shall be submitted at Step 3 of the grievance procedure.
- (b) A grievance concerning the dismissal of an employee or termination of contract shall be submitted commencing at Step 3 of the grievance procedure.
- (c) Grievances should normally be filed within ten (10) calendar days from the time the member is aware of the issue that may lead to a grievance. Union or Company group and/or policy grievances should normally be filed within thirty (30) calendar days from the time the Unit Chairperson or designate or the Regional Area Director or designate is aware of the issue that will lead to the grievance.

3.04 Grievance Procedure

The Union and the Company shall each provide a written list of their representatives authorized to resolve or respond to grievances in each particular area and at each particular level and will provide the other party with updates to this list in writing when changes occur.

An employee or owner operator having a complaint is encouraged to orally discuss the matter with a Supervisor.

Should a Province individually decide to eliminate Step 2 of the grievance procedure then Step 3 shall become Step 2. At all final Steps of the grievance procedure (whether Step 2 or Step 3) the Company personnel must attend such meeting in person.

Step 1: The employee or owner operator and/or his or her Shop Steward or designate shall submit his/her formal Step 1 grievance in writing to his or her immediate Supervisor or Manager, who shall respond in writing with a particularized response to each specific allegation outlined in the grievance within seven (7) calendar days. If a satisfactory settlement cannot be reached, or if there is no supervisory position at the Branch then;

Step 2: Within seven (7) calendar days of receiving a Supervisor's response, a Step 2 grievance may be filed by the Chief Steward or designate in writing with the designated Supervisor or Manager, who shall respond in writing with a particularized response to each specific allegation outlined in the grievance no later than seven (7) calendar days from the date the Step 2 grievance is filed.

If the grievance is not resolved at this Step, then;

Step 3: Within fourteen (14) calendar days of the designated Supervisor or Manager's response, a Unit Chairperson or designate, or Representative of the National or Local Union may file a written grievance at Step 3 with the Regional Area Director or designate who shall reply in writing with a particularized response to each specific allegation outlined in the grievance within fourteen (14) calendar days.

Failing a satisfactory settlement, the grievance may then be referred to Arbitration, as established in Article 4 of this Agreement.

3.05 Time Limits

- (a) Where a decision with respect to a grievance other than one for unpaid wages is not rendered by the appropriate Company officer or Union official within the prescribed time limits, the grievance will be processed to the next step in the grievance procedure.
- (b) When the appropriate officer of the Company fails to render a decision with respect to a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the Collective Agreement nor does it constitute a precedent.
- (c) Where a technical error has been made in filing a grievance, through improperly citing the Article alleged to have been violated, an arbitration board shall have the power to allow for the amendment of the grievance, determine the substance of the matter in dispute and render a decision.
- (d) Failure to file a grievance in the appropriate time frame without reasonable grounds or in a manner that would prejudice the other party may be grounds for dismissing the grievance.
- (e) The time limits prescribed in this Article may be extended, but only by mutual consent of the Company and the Local Chairperson in writing.

3.06 Required Meetings

An employee or owner operator who is required to attend any meeting on Company business shall be paid at his/her regular rate of pay for such meetings occurring during his/her regular shift or at applicable rates of pay for all such time spent outside of his/her regular shift. Any meetings necessary to comply with the formal grievance provisions of this Article will be held during normal working hours at no loss of pay to the employees or owner operators concerned.

3.07 Disclosure of Information

It is agreed that disclosure of information necessary to assist in resolving grievances at the earliest opportunity is essential to good labour relations and resolving disputes as soon as possible without unnecessary expense and both parties agree to assist in that process in good faith.

3.08 Payment of Grievance Settlements

All monetary grievances that are mutually agreed upon shall be paid the next available pay period, on the Employee's or Owner Operators regular pay deposit and shall be accompanied by a written statement outlining the amount and the grievance settlement involved. The Company agrees further that a successful grievance concerning lost pay shall be paid out in the next available pay period.

ARTICLE 4 – ARBITRATION

4.01 Referral to Arbitration

Failing a satisfactory settlement of a grievance at Step 2 or Step 3 of the grievance procedure, either party may request that the matter be referred to a single Arbitrator authorized to deal with disputes under the *Canada Labour Code*.

Such notification of an intent to proceed to arbitration must be made in writing, within thirty (30) calendar days of receiving the response at Step 2 or Step 3.

If the parties cannot agree on a single Arbitrator within fourteen (14) calendar days, they may request the Minister of Labour to appoint a single Arbitrator.

4.02 Arbitrator Governed by Agreement

The Arbitrator shall receive and consider such material evidence and conditions as the parties may offer, and shall make such independent investigation as he or she deems essential to a full understanding and determination of the issues involved.

In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify, or alter any of the terms of this Agreement.

4.03 Binding Decision

The findings and decision of the single Arbitrator on all arbitrable questions shall be binding and enforceable on all parties.

4.04 Arbitration Expenses

The expense of the Arbitrator shall be borne equally by the Company and the Union.

4.05 Decision Timelines

The single Arbitrator must be prepared to render a decision within thirty (30) days of the completion of the Arbitration hearing.

Should the parties agree prior to/during the hearing that this Clause is impractical, because of the nature of the Arbitration case, the above time provision shall not be operative.

4.06 Mediation - Arbitration Process

- (a) The process will begin with the signing of this Collective Agreement and remain in effect until either party gives sixty (60) days written notice that they want to end the agreement, grievances already slated for hearing must be followed through on regardless of notice given.

- (b) The parties will agree on two (2) arbitrators in each Province to hear mutually agreed upon cases to be brought forward to mediation-arbitration. The Union shall select one (1) arbitrator and the Corporation shall select one (1) arbitrator.
- (c) The selected arbitrators shall be used on a rotational basis within each region.
- (d) Once a Province has five (5) or more non-dismissal grievances that they mutually agree to proceed with a date shall be set to hold a hearing. The cases scheduled for Mediation-Arbitration will be agreed upon by the parties no later than the 15th of the preceding month when such is possible.
- (e) Any and all fees charged by, or costs incurred by, the Mediator- Arbitrator, shall be shared equally between the Corporation and the Local Union.
- (f) Any settlements reached in the mediation phase shall be without prejudice to either party, and shall not be regarded as an admission of liability by either the Corporation or the Union.
- (g) Should any dispute not be settled in the mediation phase, it may be progressed by either the Corporation or the Union to the expedited arbitration phase.
- (h) The jurisdiction of the Mediator-Arbitrator shall extend and be limited to solely the mediation and expedited arbitration of specific disputes respecting the meaning or alleged violation of any one or more provisions of a valid subsisting collective agreement between the Union and the Corporation, or pertinent legislation, including any claims related to such provisions than an employee/ Owner Operator has been unjustly or excessively disciplined.
- (i) This special mediation-expedited arbitration process will be conducted in accordance with the instructions of the Mediator-Arbitrator, or as otherwise agreed to by the parties at the time of the commencement of the proceedings.
- (j) Should a case not be resolved by mediation, either party may refer the matter to the Mediator-Arbitrator for final and binding resolution. The submissions of the parties shall be limited to oral presentations are limited to a maximum duration of thirty (30) minutes (including rebuttal) for each party, per case.
- (k) Each party reserves the right to submit evidence in support of their presentations.
- (l) Representations and arguments during this special process of mediation-arbitration shall be restricted and limited for each case, to no more than two (2) spokespersons for the Union and two (2) spokespersons for the Corporation, per case. Legal council will not be allowed to attend on behalf of either party.
- (m) The cases referred to the Mediator-Arbitrator for mediation and final and binding resolution shall be limited to those specifically agreed upon beforehand, in writing, by the Union and Corporation. The cases will be presented to the Mediator-Arbitrator in date order: i.e.: from the oldest to the most recent.
- (n) Each case referred to the Mediator-Arbitrator for expedited arbitration will be numbered consecutively by the Mediator-Arbitrator and he shall provide his or her decision orally immediately following the presentation of each case, unless otherwise agreed to between the Corporation and the Union. At the request of either of the parties, the Mediator-Arbitrator shall provide the parties with a short, written summary of his or her decision(s) within thirty (30) days of the

special proceedings, or as otherwise agreed to by the parties.

- (o) The decisions of the Mediator-Arbitrator on any case referred to him or her for final and binding resolution under this process will not be used by the parties hereto for the purpose of establishing precedents or jurisprudence for the handling any future cases of a like or similar nature and neither party may rely on any of these cases to support a claim that the issue had been definitely settled by a decision in any other case. The Mediator-Arbitrator shall not, in any case, add to, subtract from, modify, rescind, or disregard any provision of the Collective Agreement.
- (p) Each decision of the Mediator-Arbitrator, which is made under the jurisdiction of this memorandum of agreement, shall be final and binding upon the Corporation and the Union, as well as the employee or Owner Operator involved.
- (q) The Corporation and the Union agree that the powers of the Mediator-Arbitrator are restricted by and to these rules notwithstanding any other agreement to the contrary. The Mediator-Arbitrator shall not have the power to modify these agreed upon rules without the consent of both the Corporation and Union.
- (r) In the event that the parties encounter difficulties in implementing the decision(s) of the Mediator-Arbitrator, the Corporation and the Union agree that the Mediator-Arbitrator will remain seized of each of the cases presented to him for arbitration.
- (s) The decision of the Mediator-Arbitrator shall not be subject to appeal by the Corporation, the Union, or the employee or Owner Operator involved.
- (t) These special mediation-arbitration sessions will be held at times and locations as mutually agreed upon by the parties.
- (u) The foregoing shall apply to all National and Provincial Collective agreements or Appendices.

ARTICLE 5 – HUMAN RIGHTS, ANTI-HARASSMENT AND VIOLENCE IN THE WORKPLACE

5.01 No Harassment or Discrimination

Employees will not suffer any Harassment, Abuse and Bullying which may take many forms, verbal, physical, or visual. It may involve a threat or an implied threat or be perceived as a condition of employment.

Employees will not suffer any harassment, abuse or bullying nor will they be discriminated against by the Company and/or the Union, or any of the officers or agents acting on their behalf, with respect to terms and conditions of employment on the grounds of sex, race, colour, nationality, ancestry, place of origin, language ability, family relationship, place of residence, political affiliation, sexual orientation, gender, gender identity, gender expression, marital status, disability, conviction for which a pardon (or equivalent) has been granted, or failure to act on a directive which is illegal or contrary to any provision of this Agreement. The Company will also comply with its responsibilities under the *Canadian Human Rights Act (CHRA)*.

Workplace Harassment

The Company and the Union are committed to providing a harassment, bullying and abuse-free workplace. Harassment, bullying and abuse are defined as a course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome, that denies individual dignity and respect on the basis or grounds such as gender, disability, race, colour, sexual orientation, conviction for which a pardon (or equivalent) has been granted or other prohibited grounds as stated in the *Canadian Human Rights Code*. All employee, Owner Operators, supervisors and managers are expected to treat others with courtesy and consideration and to discourage harassment, bullying and abuse.

Harassment or bullying may take many forms, verbal, physical, or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos, visual materials;
- Refusal to work or converse with an employee because of their racial background, gender, etc.
- Unwanted physical conduct such as touching, patting, pinching, etc.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation;

Harassment is not:

Harassment is in no way to be construed as properly discharged Supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

5.02 Filing a Complaint

- (a) If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:
- Request a stop of the unwanted behavior;
 - Inform the individual that is doing the harassing or the discriminating against you that the behavior is unwanted and unwelcome;
 - Document the events, complete with times, dates, location, witnesses, and details;
 - Report the incident to Supervisor / Union Representative.

- (b) However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their Supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union Representative / Company Representative.
- (c) Investigation - Upon receipt of the complaint, the designated Company Representative / designated Union Representative contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Regional Area Manager or designate and the Local Union President and/or Unit Chairperson or designates. A formal investigation of the complaint will then begin by either the Local Union President and Regional Area Director or their designates interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.
- (d) Resolution - The Local Union President and the Regional Area Manager or their designates will jointly (when possible) complete a report on the findings of the investigation. The Local Union President and Regional Area Manager or their designates will jointly (when possible) make a determination on an appropriate resolution, and ensure the resolution is fair and consistent with the intent of the Company and National UNIFOR policy regarding discrimination and harassment in the workplace. All communication with the parties shall be collaborative in nature and shall not exclude either side from the process.

At the conclusion of this step, if unresolved, the complaint will be inserted into Step 3 of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at Step 3 of the grievance procedure, it may be appealed to arbitration. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to all parties.

All employees have the right to file a complaint with the Human Rights Commission and to seek redress under the *Canadian Human Rights Code*.

The Company and the Union agree that changes may be made to this policy by mutual agreement.

ARTICLE 6 – DISCIPLINE FOR JUST AND REASONABLE CAUSE

6.01 Just and Reasonable Cause

Employees and owner operators who have completed probation shall only be disciplined, suspended, or discharged for just and reasonable cause. All disciplinary action will be in writing. A copy of each disciplinary letter will be given to the Unit Chair or designate. All investigations and subsequent discipline will be carried out as expeditiously as possible.

6.02 Service Failures

Owner Operators and Employees will not be formally disciplined for the first service failure in a calendar month. The first occurrence for the month will result in an advisement/ coaching session which will be documented and kept on file with a copy being sent to the local chairperson. If a second occurrence happens within the calendar month, the normal discipline process will be followed.

6.03 No Discipline for Relief Driver Actions

No Owner Operator will be disciplined for the actions of their relief driver unless the relief driver was under the direct order of the Owner Operator to violate a proper procedure or policy.

6.04 Union Representation

- (a) No employee or owner operator shall enter the offices of a Supervisor and/or Manager for the purposes of receiving a letter of warning or discipline without the presence of a Steward of their choice when available (i.e. Chief Steward or Steward). If an employee or owner operator is brought in without this representation, any resulting discipline or warning shall be null and void.
- (b) Where a Shop Steward of their choice is not available on shift, the investigative or disciplinary meeting will be re-scheduled to a later date, but not more than five (5) working days later. If there is a Shop Steward on duty, the meeting will take place during the shift. Such requests shall not be unreasonably denied provided there shall be no additional costs to the Company as a result of the rescheduling and if the Company will not be prejudiced by the delay.
- (c) If there is no Steward appointed or elected in an area, the Unit Chairperson or designate will be directly contacted before any discipline meeting commences or is levied.
- (d) Serious infractions may result in immediate suspension pending investigation. The Unit Chair or designate will be notified at the earliest opportunity. If no discipline is levied, the employee or owner operator shall be made whole for the time held out of service.

6.05 Personal File

Any employee or owner operator shall be allowed to inspect his or her own personal file in the presence of the Company, during normal business hours. Any Officer of the Union, acting on behalf of the Employee, may inspect an employee or owner operator's disciplinary file, with the written authorization from the employee or owner operator.

6.06 Removal of Discipline

Any reprimand notices or disciplinary measures will remain on the employee or owner operator's file for one year from the date of the incident unless there is a re-occurrence of the same or similar infraction. At the completion of the one year period, the reprimand notice or disciplinary measure will be removed from the file. Said reprimand notices or disciplinary measures to be removed shall not be considered to be removed but shall be physically removed and destroyed. If a repeat infraction occurs within the one year period, the original and subsequent notices, measures or reprimands will remain on the file for a further year from the date of the most recent notice or reprimand.

Reprimand notices and disciplinary measures resulting from a violation of a criminal or civil nature, including driving record, will remain part of the employee or owner operator's file indefinitely.

Whenever an employee or owner operator signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

The Unit Chairperson or designate shall be entitled to review all employees or Owner Operators files in the presence of a Company supervisor or manager to physically destroy expired reprimand notices and disciplinary measures.

6.07 Suspension or Dismissal Procedure

The following special procedure will apply when a more than one (1) day suspension or dismissal is contemplated.

- (a) The employee or owner operator will be notified of the charges as soon as the Company is prepared to present them. The Unit Chairperson or designate shall be notified at the same time along with the local Shop Steward for the area.
- (b) When the Union and the employee(s) are notified of the charge(s) as per Article 6.07 (a) above, an "investigative hearing" into the allegations shall be scheduled within seven (7) calendar days of the charge(s) being presented.
- (c) The Unit Chairperson or designate and the employee or Owner Operator will be given at least twenty-four (24) hours' notice of the hearing and in addition will be given a complete outline of all charges and a copy of evidence known at least twenty-four (24) hours prior to the hearing (it is understood that any 3rd party or sensitive evidence will be provided at the time of the investigation meeting). After the initial hearing, further evidence relevant to the investigation or issues in dispute will be provided within twenty-four (24) hours of the Company becoming aware of such evidence.
- (d) The employee or owner operator may be held out of service, pending an investigation, until the time of the hearing. In determining whether to hold the employee or owner operator out of service, the Employer will consider the nature of the alleged infraction(s). A decision to hold an employee or owner operator out of service without pay is subject to the grievance procedure after either discipline is levied or the file is closed. If no discipline is levied, the employee or owner operator shall be made whole for the time held out of service.

- (e) The Chief Steward (and Unit Chairperson or designate or Local Representative if requested) will be present at the investigatory hearing along with the employee or owner operator.
- (f) Any known witnesses and/or known evidence will be called by either party at the hearing or in the twenty four (24) hour period after the hearing and such witnesses will be paid for their attendance at applicable rates.
- (g) The Manager or supervisor must render his/her decision within seven (7) days following the investigatory hearing (excluding Saturdays, Sundays and Statutory Holidays).
- (h) Either party may request an extension of the time limit(s) outlined above and such requests shall be in writing and shall not be unreasonably withheld.
- (i) Violations of this procedure will render any resulting discipline null and void.

ARTICLE 7 – PENSION PLAN

7.01 Pension Plan Enrolment

(a) **Pension Participation Mandatory**

The Company and employees shall contribute to the Unifor Union of Canada's Pension Trust Fund on a mandatory basis in all Provinces covered by this agreement. Such contributions by the Company and the Employees shall be remitted to the plan on a monthly basis.

(b) **Effective Date**

The effective date of the pension plan is the first day of the calendar month following one (1) year of hire for all Employees.

(c) **Retirement Discussions**

Three (3) months prior to the scheduled retirement date, the Administrator will provide the opportunity for a full discussion on all matters relevant to retirement benefits.

(d) **No Waiting Period**

There shall be no waiting period to join the pension plan for any Owner Operator who moves or posts into an hourly paid position provided the Owner Operator has accumulated a minimum of twelve (12) months of service since his original date of service.

7.02 Pension Plan Contributions

(a) **Company Contributions**

For each employee covered by the Pension Plan, the Company shall contribute the equivalent of three and a half percent (3.5%) in Alberta and Manitoba / Saskatchewan and three percent (3%) in all other agreements of his/her earnings as defined in the Collective Agreement. Nova Scotia two percent (2%).

- As of January 1st, 2018 the above contributions for Alberta, Manitoba and Saskatchewan shall be increased to 4.0%.

- As of January 1st, 2018 the above contributions for British Columbia, Nova Scotia and Ontario shall be increased to 3.5%.
- As of January 1st, 2020 the above contributions for all Provinces shall be increased to 4.5%.
- Jan 2020 the parties will investigate feasibility of moving PEI/NB into Unifor Union of Canada's pension trust fund.

(b) Employee Contributions

Every employee covered by the Pension Plan shall contribute three and a half percent (3.5%) in Alberta and Manitoba / Saskatchewan and three percent (3%) in all other agreements of his/her earnings as defined in the Collective Agreement, to be deducted from the first pay cheque of each fiscal month. Nova Scotia two percent (2%).

(c) Contributions Due Dates

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

(d) Contributions Forwarded to Plan Administrator

The contributions are to be forwarded to the Pension Trust Fund Administrator as designated by the Unifor Union of Canada.

(e) Disclosure Requirements

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

7.03 Pension Plan Information

The Administrator agrees to provide those eligible Employees with current details and information covering all Employee benefits and programs, in which the Employees covered by this agreement are entitled to participate. This information, including enrolment forms to participate in the pension plan, shall be provided at the date of hire.

ARTICLE 8 – PAID EDUCATION LEAVE

8.01 Paid Education Leave Contributions

The Company agrees to pay into a special fund two (\$0.02) cents per hour per hourly employee for all compensated hours and twenty cents (\$0.20) per day per owner operators for all owner operators for the purpose of providing paid education leave. The paid education leave will be for the purpose of upgrading the employee and owner operator's skills in all aspects of union functions. Such monies will be paid on a quarterly basis into a trust fund established by the National Union, UNIFOR and sent by the Company to the following address:

UNIFOR Paid Education Leave Program
205 Placer Court
Toronto Ont., M2H 3H9

8.02 Paid Education Leaves of Absence

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

ARTICLE 9 – SUBSTANCE ABUSE

9.01 Substance Abuse

(a) Recognition as a Medical and Social Issue

Substance abuse is recognized to be a serious medical and social problem that can affect employees and owner operators. The Company and the Union have a strong interest in encouraging early treatment and assisting employees and owner operators toward full rehabilitation.

(b) Comprehensive Approach

The Company will continue to provide a comprehensive approach to dealing with substance abuse and its related problems. Company assistance will include referral of employees and owner operators to appropriate counseling services or treatment and rehabilitation facilities.

(c) Benefits to Continue While Under Care

The Company will provide all normal group insurance benefits applicable to the employee or owner operator while under the care of a medically prescribed course of treatment. If an Institute as selected is not covered under the applicable provincial medical plan, the Company will pay the cost of the treatment.

ARTICLE 10 – DURATION OF AGREEMENT

10.01 Duration of Agreement

This collective agreement shall be in full force and effect from and including April 1, 2017 to and including March 31st, 2021 and shall continue in full force and effect from year to year thereafter subject to the right of either party of this Agreement within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter by written notice to party, to require the other party to commence collective bargaining with a view to conclusion or renewal of a Collective Agreement or a new Collective Agreement..

ARTICLE 11 – WAGES, GUARANTEES, PREMIUMS AND RATES

11.01 General Wage Increases

(a) Hourly Employees

Year one: Clerical Employees: \$0.50 cents per hour bump to all classifications and wage rates post GWI application.

- Year one: All employees 2% increase to all classifications and wage rates (paid retroactively).
- Year two: All employees 3% increase to all classifications and wage rates.
- Year three: All employees 2.50% increase to all classifications and wage rates.
- Year four: All employees 2.50% increase to all classifications and wage rates.

(b) Non – Linehaul Owner Operator

- Year one: 2% increase to all premiums, specials, hourly rates, each stop, core zone tables and piece rates (rounded to the next highest full cent) paid retroactively.
- Year two: 3% increase to all premiums, specials, hourly rates, each stop, core zone tables and piece rates (rounded to the next highest full cent)
- Year three: 2.50% increase to all premiums, specials, hourly rates, each stop, core zone tables and piece rates (rounded to the next highest full cent)
- Year four: 2.50% increase to all premiums, specials, hourly rates, each stop, core zone tables and piece rates (rounded to the next highest full cent)

(c) Linehaul Owner Operator and Company Driver Monetary Issues

- Year one: 2% increase to all miles, drops, shunts, switches, rates, hourly rates and premiums (those established in business agreements, collective agreements or otherwise). Retroactive to expiry
- Year two: 3% increase to all miles, drops, shunts, switches, rates, hourly rates and premiums (those established in business agreements, collective agreements or otherwise).
- Year three: 2.50% increase to all miles, drops, shunts, switches, rates, hourly rates and premiums (those established in business agreements, collective agreements or otherwise).
- Year four: 2.50% increase to all miles, drops, shunts, switches, rates, hourly rates and premiums (those established in business agreements, collective agreements or otherwise).

(d) Owner Operator Guarantees

- (i) All guarantees to stay as per existing formula in each Province, apply GWI in each year to the guarantee – 3 ton rate for each Province (8.4% above 1 ton guarantee – based on BC spread). All guarantees to be extended out past 500 km's as per formulas where such runs exist or develop. Update all charts and formulas.
- (ii) Adjust national bi weekly guarantee value to match BC \$2550.00 in Ontario and Alberta biweekly guarantee. All other language remains as is.

(e) **Skidded Freight**

Any skidded freight, payment plus \$15.00 per skid, or Owner Operator can refuse the skid.

(f) **Overweight Rates**

Any piece over 100 lbs. = \$3.00 per piece plus payment: PEI and NB still also have their other language regarding overweight's that still applies.

(g) **Shift Premiums**

Ninety (\$0.90) cents per hour nationally, all Provincial appendixes applicable times to apply.

(h) **Bank Deposits**

Stop rate + \$5.00

(i) **3rd Party Liability Insurance Costs**

3rd party liability insurance to be provided by the Company, Owner Operator pays two hundred (\$200) dollars yearly (based on 12 equal monthly payments), PEI and NB voluntarily can opt into this program on an individual basis. (Excludes Linehaul)

ARTICLE 12 - CORE ZONE REVIEW REQUESTS

12.01 Initiation by Either Party

Owner Operators and/or the Company may each initiate a core zone review in writing twice per year and these adjustments will be handled on an expedited basis through the following procedures: Both parties must implement the results of the initiated review whether it moves up or down.

(a) **Required Data**

The data from the previous fifteen (15) working days which is required to calculate the core zone shall be provided to the Owner Operator and the Local Chairperson.

(b) **Monetary Adjustment Timelines**

Any monetary adjustments required to increase the core zone value will be to the date of the original request and will be completed within seven (7) calendar days of the original request. Any monetary adjustments required to decrease the core zone value shall be effective upon implementation.

(c) **Right to Validate Data**

The Company reserves the right to validate any and all data through audits and/or route rides and will provide any resulting information to the Owner Operator and Local Chairperson upon request.

(d) **Core Zone Review Blackout Dates**

Owner Operators and the Company will not be permitted to initiate a core zone review during the last seven (7) calendar days of December and the first seven (7) calendar days of January.

(e) **Maximum Core Zone Value Change**

Core zone adjustments made outside of a reroute shall be limited to a maximum change of two (2) core zone values up or down on the core zone table.

(f) **Interim Core Zone Assigned**

Core zone adjustments made following a reroute will be done by assigning approximate core zones to the affected routes and, at the end of a fifteen (15) working day period these approximate core zone values will be reviewed, amended and assigned based on the actual data collected during the fifteen (15) working day period. The Company agrees to provide proof of data to the Owner Operator and Unit Chairperson.

(g) **Dispute Resolution**

The Company will ensure that a team of senior Management from the Operations Department is assigned on an ongoing basis to assist in speedy resolutions of disputes arising out of core zone reviews.

(h) **Data to Only Contain Route Boundaries**

Previous fifteen (15) working days in Item #1 above shall be comprised of days that only consist of stops and kilometers from within the Owner Operator's regular route boundaries. Data may have to be taken from more than fifteen (15) days in order to calculate.

(i) **Excluded Freight and Data**

Any temporary insourcing of third party freight will be excluded from this process.

ARTICLE 13 – OWNER OPERATOR INVOICING PROCEDURES

13.01 Invoicing Procedures and Definitions

(a) **Invoice Accuracy**

The owner/operator invoice is a record of the work that you have performed and are submitting for payment. As such, it is mandatory that the invoice and other complementary documents are completed legibly, honestly and accurately. Please read each item carefully and ensure that you are in compliance. Remember, if you have questions please feel free to review with a Branch Supervisor or Manager.

(b) **Automated Invoicing**

During the life of this agreement, the Company intends on implementing automated Owner Operator invoicing based on scanned events. The rules and procedures will be updated to reflect the future process based on mutual agreement between the Union and the Company.

(c) **Incorrect Invoice or Calculation**

Drivers are only allowed to bill what is accurate and in compliance with these guidelines.

All the necessary documentation has to be submitted in a complete, accurate and honest manner.

(d) **Definitions and Requirements**

(i) **Branch**

The Branch number for which you are performing work

(ii) **Route**

The Route code for which you are performing work

(iii) **Date**

The Day you are performing the work

(iv) **Name**

Full name must appear here. If relief driver is performing the work then his/her name must appear as well.

(v) **Kilometers**

‘Start’ are the kilometers when departing from the depot or branch. ‘End’ are the kilometers when arriving at the depot or branch. ‘Total’ kilometers to perform work. Any kilometers used for anything other than work (i.e: lunch) are excluded from the total.

(vi) **Stops**

Stops are one of the main components that an Owner/Operator charges Loomis Express for work done. A Stop is defined as when an Owner/Operator arrives at a place of business or residence for the sole purpose of Picking Up or Delivering pieces approved by and on behalf of Loomis Express. (Please see ‘Address’ and ‘Receiver’ in Definitions section of this document). Some rules to calculate the number of Stops for invoicing include but are not limited to: The Company and the Union recognize that multiple stops may occur at one address or location. A pickup and a delivery at the same location and time will be billed as two (2) stops.

1) **Regular Pick Ups and Regular Deliveries**

- (A) Customers with regular Pick Ups - The Company recognizes that in some cases multiple Pickups are necessary to meet service or satisfy a customer request. Owner Operators will be paid for these in all circumstances.
- (B) Regular Pick Ups – Nothing to Pick Up; Regular scheduled Pick Up and nothing shipped on that day. Scan and record in the Exception Sheet with time and name of customer.

2) **Dispatched Pick Ups with Nothing to Pick Up**

Driver is dispatched to customer and nothing is shipped. Scan and record in the Exception Sheet the time and explanation, as well the driver must provide the reference number when readily available on the exception sheet. (Payment may be challenged by the Company)

3) Transfers or Meets

BC, Ontario, Man/Sask, and N.S. Provisions: Some routes have pre-defined Meets during the day to transfer in and out freight. To transfer freight both, in and out. One meet counts as One Stop. Only the number of Meets assigned for the day can be invoiced. Any additional meet would have to be preapproved by a branch Supervisor or Manager. Please direct any questions regarding the total number of Meets approved or assigned for the day to the branch Supervisor or Manager.

4) Undeliverables

In order to invoice for an unsuccessful delivery proper scanning and record of the Piece number, time and detailed reason for no completion of service in the Exception sheet is mandatory. (Payment may be challenged by the Company)

(A) Multiple legitimate and reasonable stops to make a successful delivery may be claimable. A second attempt is to be made when the first stop was unsuccessful and there is a legitimate reason to believe that a second attempt will be successful. Any subsequent attempts after the first attempt and during the same day must be authorized by Management.

(B) Enter and exception (NH, BA, etc) after all efforts have been made and the result of the Stop is confirmed. (I.e.: Multi-pieces) There is a rate paid per piece (Please see point 8 'Pieces').

5) Empty Totes and Bins

Record on the Exception Sheet the time, customer and number of totes picked up. This will be billed as a per piece item.

6) All pieces to the same Person or Receiver

Two or more Pieces delivered to the same person count as One Stop even though the receiver name is on the waybill may be different unless for different companies. If driver is directed to different locations in the same building by customer, this counts as separate stops. Driver can't use this to bill separately on his own not use it to add to stop count (Please see 'Receiver' in Definitions section of this document).

7) Distance to delivery location

One (1) stop can be meters or considerably farther between the vehicle and the place for pick up or delivery. Any efforts to complete service are considered one (1) stop.

8) Receiver or Shipper internal process

Customers may have an easy process for pickups and deliveries; others may have a more cumbersome process. There is no condition pre-defined to Scan and Invoice more than One Stop due to Customers' conditions. Driver will not be required to wait unreasonably and may make arrangement to return. If conditions to delivery are unreasonable driver contacts management to make other arrangement for delivery.

9) Attempted Delivery

Driver cannot deliver as no one is home or business is closed. Applies to closed business only if driver there during normal hours of operation. Attempts made out of normal hours of operation are considered a service failure.

10) Nothing to Pick Up

When a driver is performing a Regular Pick Up or a Dispatched Pick Up and there is nothing to pick up no Pieces will be invoiced; only the Stop and core zone will be paid.

11) Transfer or Meet

(A) Pick Up and Delivery Driver - The driver who Picked Up or who will deliver the pieces being transferred will not claim for the Pieces transferred. The driver doing the Pick Up or delivery of those Pieces gets paid by the Pick Up or Delivery Event.

(B) Shuttle or Transferring Driver – All Pieces transferred in and out during a Meet will be scanned and invoiced. The driver is claiming those pieces only once because the pick up or delivery was performed by the other driver.

(vii) Miscellaneous

This section is used to list any additional fees such as warehouse time, fuel or any other special fees approved in advance.

(viii) Pieces

A piece is defined as a unit that is handled individually and had a unique piece identifier (piece number) and barcode. A single piece can be of any size or weight without mechanical assistance.

(ix) Exception Sheet

AKA Non-billable Delivery & Pick Up Manifest; AKA Non-billable Delivery & Pick Up Sheet. On this sheet all non-billable stops and undeliverable attempts are listed and explained. Include example sheet as per LOU. (Note: See Attached- LOU on Exception Sheet).

(x) Meet

Is the event or stop during which Pieces are transferred from one driver to another driver.

(xi) Receiver

Is the person to whom the Shipment is directed to on the waybill information or someone else who receives on behalf of the manifested receiver.

(xii) **Stop**

Defined as where an Owner/Operator arrives at a place of business or residence for the sole purpose of Picking up or Delivering Loomis Express shipments approved by and on behalf of Loomis Express. This must be a physical address.

(xiii) **Undeliverables**

Shipments that couldn't be successfully delivered due to controllable or uncontrollable reasons.

(xiv) **Quality Payment Deductions**

The Company will not deduct any portion of the quality payment if the attempts or circumstances were out of the owner operator's control. Any deduction of the quality payment must be presented to the owner operator in person within twenty four (24) hours of the occurrence. If the supervisor fails to notify the owner operator within the twenty four (24) hours, the quality payment will then be automatically paid.

(xv) **Segregating of 9 am Shipments**

The Company agrees that the current practice of segregating 9 a.m. shipments from regular freight will be implemented in each province.

ARTICLE 14 - ROUTES AND REROUTES

14.01 Reroute Requirements and Rules

(a) **Onus to Prove a Reroute is Needed**

The Company may reroute an Owner Operator if there are consistent verifiable service failures within a route, as a result of decreased volumes, or a consistent failure to meet time definite or day definite services. The Company reserves the right to re-route to enhance or retain required service standards.

(b) **Onus to Prove the Need to Remove Work or Customers**

The onus will be on the Company to prove the need to remove work from the Owner Operator route, subject to the Union's right to grieve in the event of a dispute arising.

(c) **Reroute Discussion Notice By Company**

Prior to the reroute, the Company will discuss the change with the affected Owner Operator(s) and the Unit Chairperson. The Company agrees to provide the Union seven (7) calendar day's written notice to the affected Owner Operators and the Unit Chairperson. The following process will be used:

(i) **Owner Operators Right to Respond**

The Company will inform the affected Owner Operator of the proposed reroute and the Owner Operator will have seven (7) calendar days to respond in writing with his/her suggestions which will be taken into consideration.

(ii) **Company to Provide Proper Information and Data**

The Company agrees to provide the Owner Operators with pre reroute stops, km pieces, post reroute stops, km, pieces, defined boundaries, required vehicle size and estimated corezone.

(d) **Company Right to Finalize Reroute**

If the above does not satisfy the service concern, then the Company will finalize its reroute plans and meet with the affected Owner Operator as soon as possible to discuss the impending changes to his/her route, and when the change will be implemented.

(e) **Requirement for Group Meetings Prior to Reroute**

Should more than one route be affected by the changes, the Company agrees to meet with the affected Owner Operators as a group to discuss the reroute changes.

(f) **Implementation of Reroute**

The reroute will be implemented no earlier than seven (7) calendar days after finalizing the proposed reroute with the affected Owner Operator(s).

(g) **Reroute Processes**

The following processes will also occur in the provinces as outlined below:

- (i) In the event of any reroute in British Columbia, Nova Scotia or Manitoba/Saskatchewan, the incumbent driver will have first option to keep the route.
- (ii) In the event of any reroute in Alberta, if the reroute results in a decrease in the overall numbers of routes, the routes currently occupied by the junior Owner Operators (or equivalent numbers) must be included in the bid pool. Only routes that have been impacted by the reroute may be volunteered into the Bid Pool by the Owner Operator.

(h) **Route Retention and Bid Pool**

Where the reroute involves more than one Owner Operator, the following process will be utilized to determine route retention, bid pool routes, posting and bidding:

- (i) Any route, where the revenue has been increased by twenty-five (25%) or more, must be included in the Bid Pool. The Company will provide the relevant data to substantiate to the Owner Operator the increase of the revenue.
- (ii) If the reroute results in a decrease in the overall numbers of routes, the routes currently occupied by the Junior Owner Operators (of equivalent numbers) must be included in the Bid Pool.
- (iii) Only routes that have been impacted by the reroute may be volunteered into the Bid Pool by the Owner Operator.

- (iv) Once the mandatory elements of the Bid Pool have been determined (a&b) then the Bid Pool detail will be posted. Those Owner Operators who are in the route pool (c) will then have two (2) working days to review the posting and subsequently volunteer their route to the Bid Pool in writing.
- (v) "Specials" (revenue) will be included in the above scenarios to determine inclusion in the Bid Pool, but will not be included in the reroute compensation formula.

(i) Bidding and Posting

- (i) Upon final determination of the Bid Pool a posting will be generated outlining all routes and Owner Operators included in the Bid Pool. The seniority of the Owner Operators and specific route information will be detailed in the posting.
- (ii) The duration of the posting will be five (5) working days.
- (iii) All Owner Operators included in the Bid Pool will be required to submit a bid, in writing that clearly identifies their order of preference on every route in the Bid Pool.
- (iv) Upon completion of the bid process any remaining routes will be posted and filled in accordance with the Collective Agreement.
- (v) In the event of a facility reroute in Ontario, all affected Owner Operators will bid on new routes in order of seniority.
- (vi) Any owner operator whose route is abolished or who is bumped will bump a junior owner operator in, first the depot, then the branch, and then the province unless otherwise specified in this agreement. As an option to bumping as provided above, the Owner Operator may elect to hold seniority and bid on any vacancies that become available in the next **twelve (12) nine (9)** calendar months.
- (vii) The Union and the Company agree to ensure that all bidding and bumping is completed within five (5) calendar days of the new routes being posted.
- (viii) Further, new customers in an Owner Operator route area will be offered first to the Owner Operator within that area provided that the Owner Operator can fulfill the service standards required by the Company.
- (ix) If the reroute is required as a result of an Owner Operator taking on the new customer the below compensation formula will not apply.

If the reroute results in a loss of revenue for an Owner Operator the Owner Operator will be given a one time compensation based on the revenue lost as follows:

Pre re-route income per day minus post re-route income per day multiplied by thirty (30).

Pre re-route income will be calculated from the T4-A for the previous year's income divided by the number of workdays in the year. If the driver has been on the route for less than a full year, total income earned on route divided by the number of workdays on the route.

Post-re-route will be calculated on the first thirty (30) days of revenue after re-route divided by thirty (30).

(j) Saturday Reroute Compensation

- (i) A re-route that only applies to a change to the Saturday portion of a route the following formula will apply:
- (ii) Pre re-route Saturday income per day minus post re-route Saturday income per day multiplied by five (5).
- (iii) Pre re-route income will be calculated by taking an average of the last five (5) Saturdays worked.
- (iv) Post re-route income will be calculated by taking an average of the first five (5) Saturdays worked.

(k) Saturday Abolishment Compensation

- (i) A re-route that only applies to an abolishment or elimination of the Saturday portion of a route the following formula will apply:
- (ii) Pre re-route income multiplied by five (5).
- (iii) Pre re-route income will be calculated by taking an average of the last five (5) Saturdays worked.

Note: The above principles are subject to local discussions. In addition, there will be discussion regarding definitions required to be worked out on terms such as incumbency, facility reroute, etc.

ARTICLES 15 - ROUTE FLEX AND BULK OUT

15.01 Route Flex and Bulk Out Rules

(a) Management Right to Assign Stops

In the event it is determined that the Owner Operator is unable to make a delivery(s) or pick-up(s) in his/her area, Management reserves the right to assign pickup and deliveries to surrounding routes in order to maintain customer service.

(b) Assigning Stops to Surrounding Routes

The intent of this language is that the Company would have specific reasons for assigning stops to surrounding routes. This would be done on a one-off and not on a permanent basis.

(c) Bulk out and Alternate Arrangements

If an Owner Operator anticipates that a single stop will occupy too much time or that a stop will bulk out their vehicle thus causing the potential for a negative impact on the quality payment, the Owner Operator must contact their Direct Supervisor to request relief from the situation. The Company will make alternate arrangements to complete the stop which in no way will negatively impact the quality payment paid to the Owner Operator. Such requests will not be unreasonably denied.

ARTICLE 16 – WAYBILLS

16.01 Scanning Requirements and Bulk Pickups

All waybills or scannable manifests on all shipments must be scanned where possible or manually entered where possible as applicable. Loose shipments must be scanned however pre-wrapped or bulk pickups of over fifty (50) pieces with a manifest do not have to be scanned, unless other practices in place in a province have different piece requirements. Individual package scanning on any pre-wrapped bulk shipments is not required but must be supported by manifest where applicable.

ARTICLE 17 – BUMPING

17.01 Mandatory Requirements

- (a) Bumping to a full-time or part-time position is mandatory when there is a loss of hours or position(s) within a depot however severance options to be available if member can only bump to casual / part-time unassigned or another branch or depot.
- (b) All other bumping procedures from each province shall remain the same.

ARTICLE 18 - BENEFITS

18.01 Provincial Benefits to Apply

Benefits shall be determined in accordance with the applicable Provincial Appendix with the exception of benefits as referenced in Article 18.03.

18.02 Changes Prohibited

The Company is prohibited from making any changes, deletions, alterations or amendments to any cost sharing, amount charged to employees or Owner Operators or any benefits or their levels, provisions, amounts or rights etc. provided for in the existing benefit plan documents, national agreement or provincial appendix or any negotiated changes thereto without the written approval of the National Union.

18.03 National Agreement Benefit Provisions

(a) Vision Care

Standardize to \$350.00 every 2 years – excludes NB and PEI

(b) Weekly Indemnity Benefit (W.I.B.)

Eliminate current language in all regions once the plan below is finalized and implemented – excludes NB and PEI

- (i) January 1, 2018 - Replace current STD/LTD with W.I.B.
- (ii) January 1, 2018 - Maximum benefit duration all regions – 104 weeks
- (iii) January 1, 2018 - Regional collective agreements with benefits less than the E.I. maximum will increase to \$400.00 per week.

- (iv) January 1, 2019 – W.I.B. benefit in all regions equal to 70% of average weekly earnings equivalent to the E.I. maximums.
- (v) Any E.I. maximum reductions will not affect any benefit levels attained.
- (vi) Current waiting periods will remain in effect.
- (vii) The implementation of this plan cannot result in a reduction to any current plan amounts paid out weekly in any Province.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Canada Labour Code

The Company shall apply the provisions of Part II of the Canada Labour Code and any other applicable regulations. These regulations shall be considered to be the minimum acceptable standard.

19.02 No Penalty for Exercising Rights

The Company shall not dismiss, suspend, lay off, demote, impose a financial or other penalty, or refuse to pay an Employee or Owner Operator in respect of any period that the Employee or Owner Operator would, but for the exercise of the Employee's or Owner Operator's rights under Part II of the Canada Labour Code (C.L.C.), have worked, or take any disciplinary action against or threaten to take any such action against an Employee or Owner Operator because the Employee:

- (a) has testified or is about to testify in any proceeding taken or an inquiry held under Part II of the C.L.C;
- (b) has provided information to a person engaged in the performance of duties under Part II of the C.L.C regarding the conditions of work affecting the health or safety of the Employee or Owner Operator, or of any other Employee or Owner Operator of the Company; or
- (c) has acted in accordance with Part II of the C.L.C or has sought the enforcement of any of the provisions of Part II of the C.L.C.

19.03 Joint Health & Safety Committees

(a) Committee Co-Chairs

There shall be a Joint Health & Safety Committee at each applicable facility with a Union co-chair and a Company co-chair.

(b) Composition of Committees

The size of the Committee shall consist of equal members of Management representatives and Union representatives. In smaller facilities, there shall be a Union appointed Safety representative.

(c) Terms of Reference

The Committee shall meet to draft the terms of reference which shall be posted.

(d) Monthly Meetings and Posting of Minutes

The Joint Health & Safety Committee shall meet monthly and the minutes shall be posted and shall be promptly forwarded to Human Resources and the Provincial Unit Chairperson.

(e) Duties of Committee

The duties of the Committee will be as per Part II of the Canada Labour Code.

(f) Joint National Occupational Health and Safety Policy Committee

The parties shall continue to maintain a Joint National Occupational Health and Safety Policy Committee in accordance with the provisions of the Canada Labour Code.

19.04 Investigations

(a) Investigations To Be Done Jointly

All dangerous conditions, workplace injuries and motor vehicle incidents shall be investigated by a Union member of the Joint Health and Safety Committee or a designate in conjunction with the Company. If a Committee member determines that dangerous conditions exist, the Committee member will immediately advise the Company of same.

(b) Accidents To Be Reviewed

All accidents will be reviewed by the Joint Health & Safety Committee who shall provide the Company with a detailed report in writing of their recommendations for preventative measures. Any hourly employee involved in a preventable accident may be required to attend a Defensive Driving Course and the Company will cover the cost of their wages if the Driver is not on suspension.

(c) Payments for Investigations

Owner Operators and Employees shall be paid for all time, wages or revenue lost or costs incurred during the investigation period relating to an accident or incident.

(d) Accident Responsibility Notice

Employees and Owner Operators involved in an accident will be notified by the Joint Health and Safety Committee, through the Company, whether the accident was preventable or non-preventable.

(e) Accident Review Process

All accidents will be reviewed by the Joint Health & Safety Committee who shall provide the Company with a detailed report in writing of their recommendations for preventative measures.

(f) Pay for Investigations

Owner Operators and Employees shall be paid for all time, wages or revenue lost or costs incurred lost during the investigation period relating to an accident or incident.

19.05 Refusal of Unsafe Work or Packages**(a) No Discipline**

No Employee or Owner Operator shall be disciplined for acting in compliance with the Canada Labour Code and its regulations. An Employee or Owner Operator may exercise his/her right to refuse unsafe work in accordance with applicable legislation. There shall be no loss of pay during the period of refusal provided that the individual performs other duties within his job classification as directed by the Company if such work is available.

(b) Unsafe Equipment

It will not be a violation of this Agreement when Employees refuse to operate unsafe equipment as prescribed by law. All unsafe equipment shall be locked out and red-tagged.

(c) Disputes over Condition of Company Vehicles

In the event of a dispute over the condition of a Company vehicle, the matter shall be resolved after consultation between a member of management and a certified mechanic. Should said vehicle be certified by a mechanic as safe the employee may no longer refuse to use the vehicle. Should the employee refuse to take said vehicle out they may be subject to discipline.

(d) No Requirement to Operate Unsafe Vehicles

The Company will not require Employees or Owner Operators to operate equipment on public streets or thoroughfares that is not in compliance with the appropriate provisions of the law dealing with safety requirements on mobile equipment (i.e. brakes, steering, signal lights or other lighting equipment).

(e) Safety Equipment Supplied After Risk Assessment

Where deemed necessary by the Joint Health & Safety Committee after conducting a hazardous risk analysis, safety equipment will be supplied and paid for by the Company, except as amended by the Collective Agreement

19.06 Whistleblower Protection**(a) Notification of Authorities, No Discipline and Requirements**

It is the responsibility of the Company and its Union members to notify the appropriate authorities if there is a reportable release of a hazardous substance to the air, land or water systems. Said notification is to be according to conditions of the applicable acts and regulations. No Union Member shall be disciplined for performing this duty.

19.07 Maintenance of Equipment

(a) It is to the mutual advantage of the Company, its Employees and Owner Operators to only operate vehicles which are in a safe operating condition.

(b) The Company will not require Employees or Owner Operators to operate equipment on public streets or thoroughfares that is not in compliance with the appropriate provisions of the law dealing with safety requirements on mobile equipment (i.e. brakes, steering, signal lights or other lighting equipment).

- (c) It shall be the duty of the Employee to report in writing on the appropriate forms of the Company promptly, trip or tour, all safety and/or mechanical defects that they have noticed on the equipment which they have operated during that shift, trip or tour. One copy of the aforesaid report is to remain in the equipment, one (1) copy with the Employee and one (1) copy to the manager on duty.
- (d) It shall be the obligation of the Company to direct the repair, as necessary, to conform with the safe and efficient operation of that equipment. In the event the repairs cannot be performed immediately, the equipment will be red tagged and kept out of service until repaired.
- (e) All Company provided communications; scanning or other equipment shall be maintained by the Company.
- (f) The Company will not use gasoline-powered forklifts inside its terminals or into enclosed trailers except in an emergency.

19.08 Protective Footwear

- (a) Employees and Owner Operators shall wear protective footwear where such is determined to be necessary by Company after consultation with the Joint Health and Safety Committee.
- (b) Employees and Owner Operators required to purchase footwear under this Article will be reimbursed as per their provincial appendix.
- (c) Protective footwear re-imburement will be done through the payroll system or through a voucher system as a non-taxable benefit.
- (d) The Company will replace safety shoes or boots irreparably damaged in the course of the employee's duties at Loomis which can be verified.

19.09 Known Illegal Substances

No employee or Owner Operator will be expected to take part in the delivery or pick up of any known illegal substance or goods during the course of their duties. This must be done through corporate security and the proper police authorities.

19.10 Lunch Rooms

The Company, where possible shall provide lunch rooms that are clean and adequate for its employees and Owner Operators at its terminals where such lunch rooms would be used by employees and/or Owner Operators. Such lunchrooms must have a working and clean refrigerator along with a clean and working microwave oven. Lunchrooms must have a supply of hand towels available for hand drying.

19.11 Working Alone

The Company and the Union shall together develop an action plan, as spelled out in the CCOHS, to address the issues of employees expected to work alone. Depending on the work and equipment they are required to operate determines the risk factor and each case shall be assessed on a case by case individual basis. The preceding shall be done by the National joint Health and Safety Committee.

19.12 Damage While Towing or Pushing Vehicles

Drivers will not be responsible for damage while towing or pushing a vehicle, if instructed to do so by the Company.

19.13 Requirement to Provide First Aid Room

Where applicable, the Company will provide and maintain a first aid room in keeping with applicable legislation.

19.14 Cleanliness and Supply Requirements for Depots and Terminals

The Company agrees to maintain at its terminals, clean sanitary washrooms having hot and cold running water, toilet paper and hand towels with toilet facilities available to terminal and shop employees, Owner Operators and line drivers. Where changing rooms are provided they shall be kept clean and sanitary.

19.15 Exposure to Hazardous Substances

The Company agrees that all WHMIS and Dangerous Goods standards will be followed for the purpose of protecting employees and Owner Operators from any exposure to hazardous substances or human blood and substitute waybills will be prepared when necessary.

ARTICLE 20 – UNIFORMS

20.01 Mandatory Use

It is imperative to protect the brand and the image of Loomis Express (Canada), Ltd. Therefore the wearing of Company-issued uniforms is mandatory for all hourly drivers and for all Owner Operators excluding line haul.

20.02 Costs and Alterations

The Company is responsible for all costs associated for uniforms and any necessary alterations.

20.03 Proper Care and Replacement

All uniforms are, and shall remain, the property of the Company, and the employees and Owner Operators shall be expected to properly care for and keep same in good repair and condition at the Owner Operator's expense. Uniforms will be replaced on an as-needed basis at the Company's expense.

20.04 Return of Uniforms

All uniforms shall be returned to the Company upon termination of services or when requesting new issue as required.

20.05 Alteration Costs

The Company shall reimburse all alteration costs for uniforms that do not fit at issue.

20.06 Women's Uniforms

Women will be provided with men's clothing upon request.

20.07 Minimum Allotments

The Company shall provide each Driver, Customer Counter Employee and Owner Operator with the following standard uniform:

This is the minimum allotment, any additional items or amounts provided for in any Provincial Appendix shall also apply.

3-in-1 Jacket	1	Shirts (Long Sleeve/ Short Sleeve	5
Summer/rain jacket	1	Cap	1
Shorts/pants	5	Toque	1

20.08 Additional Provincial Rules

All other provincial uniform rules shall also apply as per each Appendix.

ARTICLE 21 – MISCELLANEOUS**21.01 Mandatory Company Vehicle Equipment**

In order to provide adequate vision front and rear, all future new Company vehicles including Linehaul trucks and tractors will be equipped with heater, heated defrosters and heated mirrors if available as an option.

21.02 Window Cleaning Material

Window cleaning material (e.g. cleaner, paper towels, etc.) shall be made available at each facility for use by hourly drivers.

21.03 Driver Abstracts

Employees and Owner Operators performing driving duties will be required to provide to the Company authorization to allow them to obtain a driver's license abstract from the Government. Costs will be borne by the Company.

21.04 Filtered Drinking Water and Cups

The Company must provide filtered drinking water and cups at all depots and locations.

21.05 One Route per Owner Operator

No Owner Operator may hold or operate more than one (1) route at any time unless grandfathered in their provincial appendix.

21.06 Posting to Another Province

An Employee or Owner Operator who is interested in a position in another Province shall provide a written notice to that Province's Area director and Unit Chairperson indicating what positions they are interested in if such positions are unfilled through that Province's posting procedure. Employee's or Owner Operators who have indicated that their desire to post on to work in that Province shall be hired in seniority order if qualified, prior to hiring from outside of the Company. A Union member securing a posting through this article shall carry their Company start date for vacation accrual, severance and advancement through any province's step rates only. No probationary

periods shall apply. The individual must be prepared to assume the role within two (2) weeks and that their entire employee/ Owner Operator file follows them.

21.07 E-Logs

All line haul and heavy equipment vehicles required to be equipped with e-log equipment or software shall be at the Company's expense. All hardware and software remain the property of the Company.

21.08 Copies of Company Communications

The Company must send copies of all written communication issued to members to the Unit Chair or designate at the time of issuance.

21.09 Overtime While on Modified Duties

Employees that are on modified duties are also permitted to do extra or overtime hours provided that the work falls within their restrictions.

21.10 Absentee Owner Operators

All Owner Operators must perform all daily and work functions of their route unless away due to reasonable vacation time, approved leave of absence, illness or injury. Some examples of the intent of this clause are to eliminate the following; absentee Owner Operators holding full time or partial jobs elsewhere, absentee Owner Operators not working their route at all, and not working elsewhere. Provincial Appendixes rules apply.

The parties agree that the intent of this language is to deal with the problem of absentee Owner Operators only, this language does not change any agreed to practices between the parties, contractual language or responsibilities as related to Owner Operator vacation time, approved leaves of absence, illness or injury.

21.11 Delivery Failures Beyond Owner Operator's Control

No Owner Operator shall be penalized for time sensitive delivery failures due to abnormal weather, traffic, road conditions, construction, breakdowns, or situations beyond their control.

21.12 Exception Sheet Elimination

The Company will implement the ability to input the current exception sheet information into the scanner and the scanner will then replace the exception sheet. Exception sheets will be eliminated by no later than January 1st, 2018.

LETTER OF UNDERSTANDING # 1

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR-CANADA)
(HEREINAFTER REFERRED TO AS THE "UNION")**

APPROVED CONTRACTING OUT AND SEVERANCE PROVISIONS

Any existing contracting out currently in place as of April 24th, 2017 will remain outsourced subject to the provisions of this letter of understanding. For greater clarity no further jobs, routes, work or otherwise will be contracted out with the only exception being the allowed provisions of the Ontario restructuring LOU signed on November 28th, 2016.

The Company commits to continually monitor all previously contracted out work and current agent usage to determine the economic viability of having the work transitioned back to the Loomis Express brand and Loomis Express employees and/or Owner Operators. The Company also agrees that any work formerly performed by UNIFOR members that is again performed by a Loomis Express employee or Owner Operator will immediately become covered again under the collective agreement. The Company agrees to provide relevant information to the Union in writing including the financials in order to allow the Union to investigate. The Company will also provide any financial information to the Research & Benefit / National Representative of UNIFOR to ensure an informed evaluation can be made. The Union agrees to sign any necessary confidentiality documents to receive this information.

Any P&D contractor must load and unload their freight to their vehicle at a Unionized Loomis Express controlled facility. The Company is in agreement with the principle that our warehouse staff (where Loomis warehouse employees currently exist or where Unifor holds the representation rights for warehouse employees should they be hired or used in the future) will prepare the sortation, loads and unloads. The intent is that no contractor or any other company shall perform warehouse work at Unionized Loomis Express controlled facilities

Severance

Owner Operators or employees who are unable to retain a position as a result of facility closures and or facility consolidation may exercise their right to the following severance.

Hourly Employees

Two (2) weeks per year of service (prorated) based on forty (40) hours per week at straight time for full time employees. Severance for part-time employees shall be based on average earnings for the previous twelve (12) months.

Extended benefits – Company will continue to provide benefits for six (6) months following date of termination for employees.

Hourly employees required to start and/or finish their shifts and/or runs from a location more than forty-five (45) kilometers in one direction from their current location will be entitled to be offered the severance payments outlined above.

Owner Operators

Severance calculated at two (2) weeks per year of service (with partial years of service prorated) at fifty (50) hours per week based on the straight time hourly P&D driver rates per region.

Owner Operators required to start and/or finish their route from a location more than forty-five (45) kilometers in one direction from their current location will be entitled to the severance payments outlined above.

Definitions - For severance purposes only

Facility: Any single building leased, owned or operated by Loomis Express.

LETTER OF UNDERSTANDING # 2

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR-CANADA)
(HEREINAFTER REFERRED TO AS THE "UNION")**

PAYMENT FROM ELECTRONIC DEVICES

During the term of this agreement, the Company intends to implement the paying of Owner Operators from the hand held device thereby eliminating paying from Owner Operator invoices.

The Company will work with the Union and Owner Operators to develop, test, and only if successful, implement the electronic payment.

It is agreed by both parties that a pilot project will be implemented at a branch of the Company's choice for a period of sixty (60) working days, in a branch in each province. At the expiration of the sixty (60) working days the Company will meet with a committee of no less than three (3) Owner Operators appointed by the Union, Unit Chair and/or designate for the purposes of studying and resolving any issues related to the program.

Should the electronic device fail and the company cannot recover the data for that day. The Owner Operator will be paid the average over the last ten (10) working days for that day.

This program will not be implemented without the Union's approval in writing

LETTER OF UNDERSTANDING # 3

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR-CANADA)
(HEREINAFTER REFERRED TO AS THE "UNION")**

PROBATIONARY PERIOD FOR NEW OWNER OPERATOR'S

- The parties agree that when a new Owner Operator is hired from outside of the bargaining unit that the following rules apply to their probation period. This letter is meant to provide greater clarity to the reference to probation for Owner Operator's found in Article 6.01 of the collective agreement.
- A probationary Owner Operator shall be required to serve a ninety (90) day probationary period from their first day of work after which he/she shall be deemed to be a regular Owner Operator.
- A probationary Owner Operator shall not be required or mandated to purchase or lease their own vehicle until such time as they complete or pass their probationary period. Upon passing probation, the Owner Operator will secure the required vehicle and relevant documents within thirty (30) calendar days from the date probation completed.
- A probationary Owner Operator may rent or short term lease a vehicle to service their route during the probationary period as long as it meets the capacity specifications for their route and the insurance requirements, under the current CBA.
- A probationary Owner Operator who chooses on their own to provide a vehicle they currently own or chooses to buy or lease or rent a new or used vehicle may do so but the Company shall not be liable in any way should the Owner Operator be dismissed prior to completing their probationary period.
- The Company agrees to act in good faith when assessing probationary Owner Operators including providing coaching when issues arise with their performance as an Owner Operator.
- Should it be found that the Company forced, told or informed a probationary Owner Operator that they must provide a purchased or leased truck contrary to this letter then the Company must purchase the vehicle back from the Owner Operator at the full purchase price or assume or purchase the lease back plus make the Owner Operator whole for any other costs incurred.

LETTER OF UNDERSTANDING # 4

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR-CANADA)
(HEREINAFTER REFERRED TO AS THE "UNION")**

OWNER OPERATOR UNPAID VACATIONS

The Company agrees that the issue of some Owner Operators being able to provide or find a relief driver to cover their route is difficult and sometimes impossible. The parties agree to continue to discuss this issue and seek ways to resolve this issue and where such issue can be resolved by mutual agreement that agreement shall be implemented.

The Company further agrees to release available hourly employees to cover Owner Operator runs if booked at least two weeks in advance. Payment to the released employee shall be between the Owner Operator and the released employee and as per any Provincial Appendix.

In addition to the above all existing practices and language from any Province or Provincial Appendix shall apply.

LETTER OF UNDERSTANDING # 5

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR-CANADA)
(HEREINAFTER REFERRED TO AS THE "UNION")**

WOMEN'S ADVOCATE

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.

For this reason the parties agree to recognize the role of Women's Advocate in the workplace in each Province. The Women's Advocate will be determined by the Union from amongst the female bargaining unit employees in each Province. The Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Company will provide access to a private area so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role of the Women's Advocate providing contact numbers to reach the Women's Advocate. The Company will also assign a management person to assist the advocate in her role

The Women's Advocates will participate in an initial 40 hour basic training program and an annual three (3) day update training program delivered by the Unifor National Women's Department.

Violence against Women Language

The Company agrees to recognize that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (i.e. doctor, lawyer, registered counsellor), a woman who is in an abusive or violent situation will not be subjected to discipline if the absence can be linked to the abusive or violent situation. Absences which are not covered by sick leave-or disability insurance will be granted as absent with permission without pay.

Moment of Silence Language - December 6th

National Day of Remembrance and Action on Violence Against Women

The Company agrees to allow employees one (1) minute of silence at 14:00 on December 6th of each year in observation of the women killed in the Montreal Massacre.

LETTER OF UNDERSTANDING # 6

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR-CANADA)
(HEREINAFTER REFERRED TO AS THE "UNION")**

OWNER OPERATOR'S LIABILITY RELEASE CONCERNING COD SHIPMENTS AND CASH CARRIED

In the event that an owner-operator makes a cash-on-delivery (COD) delivery or carries cash on behalf of the company, the owner operator shall use reasonable measures to ensure that the money so obtained is handled safely and to minimize the potential for loss or theft.

Should an owner-operator be a victim of theft or robbery or otherwise suffer a loss of the money obtained through COD deliveries or cash carried on behalf of the company, the Company agrees to fully indemnify the Owner Operator and will not seek reimbursement of the amounts thus lost nor otherwise withhold any amount from the owner-operator's compensation and in such circumstances the Company shall hold the owner-operator harmless of any claim that could be filed against it to recover any such amounts.

LETTER OF UNDERSTANDING # 7

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR-CANADA)
(HEREINAFTER REFERRED TO AS THE "UNION")**

LIABILITY RELEASE TOWARDS CUSTOMER'S INJURY

In the event that, a customer or one of its employees provides assistance to an employee or owner-operator to unload or load one or more items from the employee or owner-operator's vehicle or otherwise perform a pickup or delivery, the Company shall hold the employee or the owner-operator harmless of any claim that could be filed by the customer and/or such employee of the customer against the employee, the owner-operator or the company as a result of an injury suffered in the course of the unloading or loading process. The company shall also hold the owner operator and employee harmless for any costs including court costs, lost wages or revenue, legal cost etc. related to any claim or proceeding resulting from any claim.

LETTER OF UNDERSTANDING # 8

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR-CANADA)
(HEREINAFTER REFERRED TO AS THE "UNION")**

CUSTOMER EQUIPMENT

The parties agree that in the event that any customer (Canpar, DHL, Walmart, McKesson, Amazon etc.) asks or mandates that drivers (Owner Operators or hourly) carry and use their specific scanner, tracking device or equipment of any type then Loomis shall accept any and all liability and responsibility for any damage or loss of any scanner, device or equipment as long as there was no deliberate negligence.

In the event that any customer asks or mandates the above then the parties shall meet to negotiate a fair and appropriate rate for the Owner Operators having to use such, if no agreement can be reached then the parties agree to submit the monetary decisions to an agreed to arbitrator who shall issue a full and binding decision including any retroactive payments required.

The parties agree that the changes negotiated as per above are agreed to save and accept for any innocent errors and omissions.

COLLECTIVE AGREEMENT

BETWEEN



LOOMIS EXPRESS A DIVISION OF TRANSFORCE
(HEREINAFTER REFERRED TO AS "THE COMPANY")

AND



UNIFOR
UNION OF CANADA (UNIFOR CANADA)
Local 114 BC
(HEREINAFTER REFERRED TO AS "THE UNION")

THIS AGREEMENT entered into this _____ day of _____, _____

LOOMIS EXPRESS LTD COLLECTIVE AGREEMENT (BC APPENDIX)

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The parties agree that any headers added in the 2017 round of bargaining to the National Agreement or to any Provincial Appendix cannot be used to change or modify the intent of any existing article or language; such headers have been added solely for the purposes of readability and organization.

Appendix BC

BC1 – UNION RECOGNITION

BC1.01 Union Membership Condition of Employment

Within the Province of British Columbia, Employees working in and out of any division of Loomis Express (Canada), Ltd., in British Columbia, will retain all rights within this Collective Agreement.

BC1.02 Owner Operator Deemed to be Employee

- (a) The term "Employees" shall mean all Owner Operators as covered under the Terms of the Collective Agreement.
- (b) Owner Operator: Is an Employee of the Company as defined by the Labour Code of Canada, Part 1, Chapter L-2, Section 3. 1, and includes the "Contractor" Owner Operators covered by Appendix "C" of this Collective Agreement.

BC1.03 Union Stewards Committee

- (a) Employees shall be represented by Stewards in each depot and branch of the Company and a Chief Steward for each designated area. The Chief Steward and the Stewards in an area will form and act as a Stewards Committee with the Chief Steward as the Chair of that Committee. The Union will not have more than sixteen (16) Chief Stewards in BC. The Chief Steward in each designated area shall act as the primary liaison between the employees and the Company management for that area.
- (b) There shall also be a full-time elected Unit Chairperson who will act as the Chair of the Chief Stewards Committee for the province.
- (c) The Chief Steward or Stewards may at any time call upon the services of an accredited representative of the Union to assist them.

BC1.04 Union Activity (Owner Operator)

- (a) The Union agrees that there will be no Union activities carried out during the working hours, except those necessary in connection with the administration of this Agreement. Accredited Representatives of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Company's working schedule.
- (b) In a situation which requires a Chief Steward or Steward's attention during working hours, he/she shall not leave his/her regular duties without first obtaining permission to do so from his immediate Supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum, and that permission will not be unreasonably withheld. The Chief Steward or Steward shall return to these regular duties as expeditiously as possible. The Employer reserves the right to limit such time, if the time requested is unreasonable.

- (c) Any Owner Operator Shop Steward acting on behalf of a fellow Union member shall be paid at the hourly rate as set out for the regular Hourly rated Drivers on the basis of one-half (½) hour paid regardless of time spent and thereafter in fifteen (15) minute increments.
- (d) Where a Chief Steward or Steward makes a reasonable request for paid time-off to attend to Union business at another location, such request will not be unreasonably denied.

Union Activity (Hourly Employee)

- (a) The Union agrees that there will be no Union activities carried out during the working hours, except those necessary in connection with the administration of this Agreement. Accredited Chief Stewards or Stewards shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Company's working schedule.
- (b) In a situation which requires a Chief Steward or Steward's attention during working hours, he/she shall not leave his/her regular duties without first obtaining permission to do so from his/her immediate Supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum, and that permission will not be unreasonably withheld. The Chief Steward or Steward shall return to these regular duties as expeditiously as possible. The Employer reserves the right to limit such time, if the time requested is unreasonable.
- (c) Where a Chief Steward or Steward makes a reasonable request for paid time-off to attend to Union business at another location, such request will not be unreasonably denied.

BC1.05 Union Leave

The Company shall grant a leave of absence without pay to any employee who attends essential Union business. The Union will give a minimum of fifteen (15) days' notice of such request. It is understood that a maximum of twelve (12) Union members within the Province, with a maximum of two (2) from any one district outside the Lower Mainland and within the Lower Mainland a maximum of six (6) will be allowed off at one time, unless otherwise mutually agreed.

The Districts for the purposes of this clause are defined as follows:

Vancouver Island District	Lower Mainland District
Interior District	Northern District
Line Haul	

BC1.06 Owner Operator Long Term Leave

- (a) An Owner Operator who is on Long Term Union Leave will exercise his/her seniority to any vacant route within his/her original Branch within six (6) months from the expiration of his/her Union duties.
- (b) The Owner Operator may elect to retain a Relief Driver on their run indefinitely but shall have to pay sixty (60%) percent of the daily Gross income, excluding fuel escalation, to their driver plus WCB costs until the expiration of his/her Union Duties.

BC1.07 Bulletin Board

The Company agrees to provide a locking Bulletin Board of a suitable size at each of its terminals for the use by the Union for posting matters relating to Union meetings and other Union matters. The said notice board shall not be located in any place where the general public has access; size of the board being agreed upon between the Chief Steward and the Service Centre Manager.

BC1.08 Business Agreements

- (a) The Company shall provide the local Union office with a copy of each Owner Operator Agreement, signed by the Company and the Owner Operator.
- (b) The Local Union Chairperson and/or Designate will be present during all of the Owner Operator Business Agreement negotiations and will sign as a witness to the negotiation and be given a copy of the signed Agreement.
- (c) The Business Agreement shall be signed for the duration of the Collective Agreement.
- (d) The Regional Director or the Regional Operations Manager have the only signing authority for all Owner Operator Business Agreements.
- (e) It is agreed between both parties that during the negotiations of the Business Agreements, Schedules A & B and Appendix C shall be included as one document. This process shall also include the signing of Business Agreements with new Owner Operators.
- (f) Linehaul Business Agreements shall be developed between the Regional Linehaul Manager and the Owner Operator. They will be approved and signed off by the National Linehaul Manager.

BC1.09 Business Agreements and Guidelines

Owner Operators' Business Agreements, Rules and Guidelines and Articles are shown in Appendix "A" attached which form part of this Collective Agreement.

BC1.10 No Use of Personal Vehicles

It shall be in direct violation of the Collective Agreement for an Owner Operator to allow his vehicle to be driven by another Driver for the purpose of evading the Collective Agreement.

BC1.11 New Employees

- (a) The Company shall furnish to the Union a list of new Employees or casuals taken into employment by the Company within fourteen (14) calendar days of their being hired.
- (b) The Company shall, at the time of hiring, inform the Employee as to his/her status regarding whether they are a full-time or part-time Employee or Casual.
- (c) It shall be the responsibility of the Management, when hiring a new Employee, to have him/her sign a Union membership card and forward it to the Local Union office.
 - 1. Also, at time of hiring, the Employee shall be handed a copy of the present Collective Agreement and full details of the Health and Welfare Benefit Plan.
 - 2. Should an Employee leave the employment of the Company, before issuing the final cheque, the Local Union Office is to be notified.

BC1.12 No Obligation to Purchase Vehicle

- (a) The Company shall not require, as a condition of continued hourly employment, that an Employee purchase a truck, tractor and/or trailer or other vehicular equipment, or that an hourly Employee purchase or assume any proprietary interest or other obligation in the Company business, other than as specified in BC4.02.
- (b) Replacement of equipment for any reason will be guided by the principle that a Company operated unit will be replaced by a Company operated unit and Owner Operator unit may be replaced by another Owner Operator unit, or at the Company's option, with a Company unit.

BC1.13 Union Membership

It shall be the responsibility of the Management, when contracting a new Owner Operator, to have him/her sign a Union membership card and forward it to the Local Union office.

- (a) Also, at time of contracting, the Owner Operator shall be handed a copy of the present Collective Agreement and full details of the Health and Welfare Benefit Plan.
- (b) Should an Owner Operator discontinue service with the Company, before issuing the final cheque, the Local Union Office is to be notified.

BC1.14 Unit Chairperson

The Union will select and the Company shall recognize, a full-time Unit Chairperson who shall be a Loomis employee. The Unit Chairperson shall attend to Union business as required and as necessary for the administration of the collective agreement and shall be given free access to all branches and depots and the Union office for these purposes. The Unit Chairperson shall be permitted to attend all meetings related to bargaining unit members if requested. The Unit Chair shall not be laid off or have any reduction or freezing in hours, pay, seniority or any other benefit during their term of office

The Company agrees that such Unit Chair shall receive all existing benefits and pension as per classification the amended agreement and shall also receive one hundred and twenty percent (120%) of the top hourly P&D non HQ driving wage rate based on forty (40) hours per week.

If the Unit Chair is an Owner Operator they shall be allowed to either retain their run with a relief driver or elect to give up their run.

Employees and Owner Operators holding a the Unit Chairperson position who are away from their workstation for a minimum period of six (6) months to fulfill these functions, will receive, if needed at the time of their return to work, sufficient on the job training in line with the training requirements of their classification and position in order to be re-familiarized and to perform their tasks adequately.

BC1.15 Replacement of Equipment

Replacement of equipment for any reason will be guided by the principle that a Company operated unit will be replaced by a Company operated unit and Owner Operator unit may be replaced by another Owner Operator unit, or at the Company's option, with a Company unit.

BC1.16 Problems with Articles or Clauses

In the event of an ongoing problem with any Article or Clause in this Agreement, it shall be to the mutual benefit of the Company and the Union to meet and resolve the said Article or Clause.

BC1.17 Regional Union-Management Liaison Meetings

The Regional Area Director or Designate of the Company shall meet with each Chief Steward, or Designate, from an area, on a monthly basis, with an agenda and supporting documentation, for the purpose of reviewing the casual list, grievances and dealing with other labour-management items. This review shall be for the purpose of converting, where applicable, casuals to regular part-time or full-time status as directed by the Casual Articles.

The information outlined below shall be provided to each applicable Chief Steward at least twenty-four (24) hours prior to these meetings. This information shall be discussed and reviewed in detail at each meeting.

Owner Operators

- (i) Seniority report.
- (ii) Current routes and boundaries identifying route number and Owner Operator.
- (iii) Average bi-weekly revenue per Owner Operator.

Hourly Employees

All part-time and casual hours by employee showing:

- (i) Seniority report including name, position, status, posted start time and finish time, and actual start time and finish time.
- (ii) Where possible, the employee who was being covered each day.
- (iii) Number of hours worked during each pay period for the previous six (6) month period.
- (iv) All postings and temporary vacancies.

Each Chief Steward or Designate will not lose pay for these meetings.

The Unit Chair shall be provided with a copy of the information exchanged at any monthly meeting.

BC1.18 Provincial Union-Management Liaison Meetings

At least once every six (6) months, all the Chief Stewards in the province will be booked off with pay at applicable rates to attend a two (2) day meeting at the Union hall in New Westminster. The first day shall be for the Chief Stewards to meet privately to discuss Loomis Express Union issues. The second day shall be a meeting with the Company management from the regions and will include a Human Resources representative and the Area Director or designate.

ARTICLE BC2 – COMMITMENT TO WORKING TOGETHER**BC2.01 Prescribed Meetings Over Problems With Articles or Clauses**

The Company and the Union agree to the principle of working together to resolve problems relating to any Article or Clause of the Agreement. To this end, the parties recognize that with selected problems, the Company and the Local Service or National Representative will be required to meet. In these cases, the Local Service or National Representative will coordinate with the Western Regional H.R. Manager the scheduling of the meeting.

ARTICLE BC3 – HEALTH & SAFETY

BC3.01 Company Duties

The Company shall apply the provisions of Part II of the Canada Labour Code and any other applicable regulations. These regulations shall be considered to be the minimum acceptable standard.

BC3.02 Joint Health & Safety Committee

- (a) There shall be a Joint Health & Safety committee at each applicable Depot with a Union co-chair and a Company co-chair. The size of the Committee shall consist of equal members of Management representatives and Union representatives. In smaller Depots, there shall be a Union appointed Safety representative.
- (b) The Committee shall meet to draft the terms of reference which shall be posted. The Joint Health & Safety Committee shall meet monthly and the minutes shall be posted and shall be promptly forwarded to the Manager, Human Resources and the Local 114 President. The duties of the Committee will be as per Part II of the Canada Labour Code.

BC3.03 No Discipline for Refusals

It will not be a violation of this Agreement when Employees or Owner Operators refuse to operate unsafe equipment as prescribed by Law. All unsafe equipment shall be locked out and red-tagged. The red tag shall only be removed by a certified technician.

BC3.04 No Requirement to Handle Inadequately Packaged Goods

An Employee or Owner operator shall not be required to handle an article which can readily be considered as inadequately packaged without the direction of a Supervisor and shall not be required to handle an inadequately packaged article that will pose a safety hazard to an individual. The individual must immediately report such items to his/her Supervisor.

BC3.05 Hand Truck

Company vehicles where required will be equipped with a hand truck.

BC3.06 Review of First Aid Requirements

Where applicable, the Company will provide and maintain a first aid room in keeping with Part II of the Canada Labour Code and the Occupational Health & Safety regulations. No person shall be allowed to enter said room unless occupied by the industrial first aid attendant.

BC3.07 Gas Powered Forklifts

The Company will not use gasoline-powered forklifts inside its terminals or into enclosed trailers except in an emergency.

BC3.08 Proof of Valid Driver's License

Employees performing driving duties, upon signed written request, will be required to provide to the Company, proof of a current valid driver's license, not to exceed bi-annually. Cost will be borne by the Company.

BC3.09 Sanitary /Clean Washrooms and Biometric Stations

Wherever possible and reasonable, the Company agrees to maintain at its terminals, clean sanitary washrooms having hot and cold running water with toilet facilities plus toilet paper and hand towels available to terminal and shop Employees, Owner Operator's, and Line Drivers. Where changing rooms are provided they shall be kept clean and sanitary.

Company will agree to provide sanitary gel stations at biometric scan stations and they will ensure that all scanning wrist devices are clean and sanitary.

BC3.10 Sanitary Clean Lunchrooms

The Company shall provide clean and adequate lunch rooms properly ventilated for its Employees and owner Operators at its terminals where such lunch rooms would be used.

BC3.11 WHMIS

The Company agrees that all WHMIS standards will be followed for the purpose of protecting Employees and owner operators from any exposure to hazardous substances or human blood and substitute waybills will be prepared when necessary.

BC3.12 Modified Work Programs

- (a) The Union shall be made aware of all current light duty, modified work or accommodation situations.
- (b) The Union shall be informed of all light duty modified work and accommodation arrangements.
- (c) All light duty, modified, or accommodation arrangements will have an individually agreed-upon mandatory review period.
- (d) No arrangements under this section shall be used to abrogate an employee's right to WCB, weekly indemnity, long-term disability, or any other benefit.
- (e) The company shall provide the Union with a list of all ongoing light duty and modified work positions.
- (f) All health and safety investigations and inspections shall be done jointly as prescribed by the CLC.

BC3.13 Ergonomic Sub-Committee

- (a) The Union and the Company will immediately form an Ergonomic sub-Committee of the Health and Safety Committee composed of the Unit Chair, the Union Co-Chair of the Health and Safety Committee, and at least two (2) additional Union representatives and an equal number of Company representatives. This Committee will meet on paid time at applicable rates at least four (4) times per year.
- (b) The Ergonomic sub-Committee and the OH&S Committee will address ergonomic concerns and training on an ongoing and priority basis and will work progressively toward improving the workplace/employee and Owner Operator interface. When an ergonomic concern is beyond the scope and/or expertise of the OH&S Committee members, appropriate external consultants shall be used.
- (c) The Ergonomic sub-Committee and the OH&S Committee will develop an ergonomics checklist which shall be used in job station designs and/or for the introduction of new processes and procedures.

ARTICLE BC4 – UNIFORMS**BC4.01 Mandatory Usage**

It is imperative to protect the brand and the image of Loomis Express (Canada), Ltd. Therefore the wearing of Company-issued uniforms is mandatory for all hourly drivers and for all Owner Operators excluding line haul as a condition of maintaining a Business Agreement.

Warehouse staff will be provided coveralls if requested.

The Company will pay for uniforms and any necessary alterations when such uniforms are required as determined by the Company.

All uniforms are, and shall remain, the property of the Company, and the employees and Owner Operators shall be expected to properly care for and keep same in good repair and condition at the Owner Operator's expense. Uniforms will be replaced on an as-needed basis at the Company's expense.

All uniforms shall be returned to the Company upon termination of services or when requesting new issue as required.

- (a) The Company shall provide each Employee performing driving duties with the following standard uniform:

General Issue	Seasonal Item
Five (5) Golf Shirts	One (1) Winter Parka
Five (5) Trousers	One (1) Summer Coat
One (1) Cap	Five (5) Shorts
One (1) Fleece Shirt	One (1) Toque

The same number of items shall be provided for the Customer Counter Specialist / Warehouseperson and Small Depot Clerks.

- (b) Uniforms must be worn during working hours.

The Company agrees to provide warehouse personnel and mechanics with coveralls (insulated when the Employee requests), toques and gloves of such type and quality compatible with work conditions.

The Company shall also make available smocks for the use of office clerks when required in the performance of their duties.

All of the above uniform items shall be at no cost to the Employee. Also, it is understood that exchange shall be on a worn-out basis. The Company shall provide replacements within 30 days.

- (c) Where applicable, the Company will provide all uniform items as in (a) above to all Relief Drivers. Upon the Relief Driver's leaving, it will be the responsibility of the Owner Operator(s) to recover the uniform and return it to the Company for replacement as necessary.

Protective Footwear

- (a) The Company shall provide to all Employees and Owner Operators (excluding line haul) protective footwear where determined to be necessary by the Safety Committee.

- (b) Employees and Owner Operators purchasing their own footwear under this Article will be reimbursed the purchase price up to a maximum of one hundred and thirty-five dollars (\$135) per year upon proof of purchase to cover the purchase of safety footwear once per year.
- (c) Protective footwear re-imburement will be done through the payroll system or through a voucher system as a non-taxable benefit upon request.

ARTICLE BC5 – MISCELLANEOUS

BC5.01 Beverages and Supplies

The Company agrees to provide filtered water to all Employees free of charge. Cups to be provided. Where spaces permits the Union will be provided access to Loomis facilities for the purpose of setting up and maintaining vending machines. The Union will receive all revenue from these machines.

BC5.02 Conversions (Hourly to Owner Operator)

Hourly to Owner Operator;

- 1) Routes identified as future Owner Operator routes can be designated and the Employees in these routes will be given the option of one (1) accepting the conversion under the terms agreed to by the Company and the Union; or two (2) electing a severance payment equal to two weeks per year of service at the Hourly Driver rate for their route.
- 2) If an Hourly Employee (not a driver) is displaced and eventually loses his/her job as a result of this process, they will receive the same severance package at their rate of pay.
- 3) It is understood that Drivers with fifteen (15) or more years of service, as of September 1, 1996, will not be required to convert to Owner Operator status unless they wish to do so. If such a Driver's route is converted and he/she elects to occupy a position in the warehouse, his/her hours, rate of pay and approximate shift hours (within two (2) hours) will be guaranteed at their Depot.
- 4) Existing Owner Operators as of January 1st, 1994 will be allowed to "Grandfather" their routes for the life of the Agreement, outside of the seniority list, for their current route. It is understood that the boundaries of the said route could be adjusted for business or service reasons but the core will remain intact. With the proviso that if they post off the route into another job, they now come under the rules of seniority as established.
- 5) Any Owner Operator, whose contract is not renewed, for other than cause, will be entitled to a termination payment, equivalent to one (1) week of hourly pay for each year of service, at the prevailing Hourly Driver rate.
- 6) OWNER OPERATOR LANGUAGE

Company Directed Conversion

The Company will evaluate routes and route structures and determine which routes or combinations of routes will be designated as Owner Operator routes.

If the routes to be converted are presently occupied by an Hourly Employee, the Company will notify the Union and the Employee by giving him/her three (3) months' notice of the intention to change the route to an Owner Operator route.

In the event the Company determines a current hourly route is to be converted to an Owner Operator route, the Hourly Employee affected will have the option to become an Owner Operator or exercise his/her seniority, into the Junior Hourly Driver position if available.

If the Hourly Driver mentioned above elects to become an Owner Operator, the program below will apply. If the Hourly Driver chooses not to become an

Owner Operator and elects to exercise his seniority, the new Owner Operator route will be posted for all Employees to bid upon as an Owner Operator route.

The Hourly Driver whose route or routes have been identified as an Owner Operator route will have the first thirty (30) days to make his/her decision.

If the Hourly Driver elects to become the Owner Operator they will be afforded the following:

If available, to purchase a Company truck of their choice at less than fair market value.

For the first six (6) months, the Company will agree to take the Company truck back for any reason except negligence, in the event the Owner Operator is unsuccessful with his route.

The newly converted Owner Operator will be afforded a credit limit of one thousand five hundred dollars (\$1500) to defray start up expenses for maintenance costs, subsidy payments or as a contingency fund for the first six (6) months of business, to be paid back to the Company within the first twelve (12) months of service as an Owner Operator in monthly/weekly installments, to be arranged by the Owner Operator and the Company. (Interest Free)

The Company shall reimburse to the new Owner Operator, the cost of a Chartered Accountant up to a maximum of two hundred and fifty dollars (\$250.00) specializing in the transportation industry, for assistance in setting up his/her business.

During the first six (6) months, the newly converted Owner Operator will be allowed the following:

In a Company directed conversion, the Hourly Employee who will not, or cannot utilize his/her seniority, will be given two (2) weeks of full time equivalent driver pay for each year of service with the Company, as his/her termination and severance should they choose not to elect recall status.

- (a) At six (6) months the Owner Operator and the Company will assess the conversion and if the Owner Operator chooses not to continue as an Owner Operator, the following options will be available:
- (b) The newly converted Owner Operator will accept a termination and severance payment equivalent to two (2) weeks of the full time Hourly Driver equivalent pay for each year of service with the Company.

New Owner Operator

Owner Operators, who are hired for any reason, and who have no previous Company service, will be required to furnish their own vehicles, but may also purchase a Company vehicle if available, but will not be afforded a trial period except as outlined in the Owner Operator Business Agreement.

BC5.03 Conversions (Owner Operator to Hourly)

Owner Operator to Hourly Driver

In the event that the Company decides to convert any Owner Operator route(s) to hourly, the following shall apply:

- 1) The Company will provide at least ninety (90) days' notice of the conversion to the Union and the affected Owner Operator(s).
- 2) The Company will meet with the Union and the affected Owner Operator(s) to discuss any issues of mutual concern relating to the conversion.
- 3) The affected Owner Operator(s) will be given the first opportunity to accept any hourly route(s) resulting from the conversion or may exercise their seniority rights pursuant to the Collective Agreement or may elect to resign and accept a severance payment equivalent to two (2) weeks per year of service at the prevailing Hourly Driver rate. These options will also be available to any Owner Operator who is bumped by another Owner Operator as a direct result of the conversion. An Owner Operator who, by accepting an hourly route or otherwise exercising his/her seniority rights to bump into an hourly position, will be given credit for all continuous service since his/her original date of service for the purposes of the Collective Agreement.
- 4) If the Owner Operator requests, the Company will either assume responsibility for the vehicle leases of affected Owner Operator(s), or, if the Owner Operator(s) owns his/her vehicle, the Company will purchase it at fair market value, provided the vehicle was acquired or committed to by the Owner Operator prior to the date of notice under paragraph 1 above.

If the vehicle is leased and there remains residual equity in the lease, the Owner Operator will be compensated accordingly.

- 5) The Company will indemnify the affected Owner Operator(s) for any reasonable and customary business expenses already incurred or committed to for the current year which are not otherwise recoverable by the Owner Operator, including insurance, benefits, permits and cancellation fees, provided such costs were incurred prior to the date of notice under paragraph 1 above.
- 6) The Company will indemnify the affected Owner Operator(s) for any legal or accounting fees reasonably incurred as a result of the conversion, to a maximum of one thousand dollars (\$1,000) per Owner Operator.
- 7) If, as a result of conversion, an Owner Operator incurs an unexpected income tax liability because of the inability to claim a reserve under the Income Tax Act with respect to the deferred income, the Company will provide the Owner Operator with reasonable financing assistance relating, to such tax liability including, if necessary, a loan, subject to the following conditions:

- the Owner Operator must provide satisfactory proof that such loan is required for the above purpose;
 - the loan will be to a maximum of twenty thousand dollars (\$20,000) for a 3/4 ton vehicle, twenty-five thousand dollars (\$25,000) for a one ton vehicle, thirty thousand dollars (\$30,000) for a five ton vehicle, and thirty-five thousand dollars (\$35,000) for a tractor;
 - the Owner Operator shall sign a promissory note for the loan;
 - the interest rate shall be two (2%) percent above the prime rate as at the date the promissory note is signed;
 - the repayment schedule shall be based on an equal number of monthly installments of five hundred dollars (\$500) per month, unless the parties agree otherwise.
 - the Owner Operator must have elected to become an Hourly rated Employee and must continue to be an Employee of the Company; if his/her employment is terminated prior to full repayment, the outstanding balance shall become due and payable upon termination.
- 8) If, prior to the notice under paragraph 1 above, the Owner Operator has incurred indebtedness directly related to the operation of his/her vehicle which exceeds the equity in the vehicle, the Company will provide the Owner Operator with reasonable financing assistance relating to such indebtedness including, if necessary, a loan to a maximum of five thousand dollars (\$5,000) subject to the conditions set out in paragraph 7 above.
- 9) Any dispute over the application of this L.O.U. may be submitted to arbitration in accordance with Article 4 of the Collective Agreement.
- 10) It is understood that any Owner Operator that takes an hourly driving position as a result of these provisions will be awarded an eight (8) hour position.

BC5.04 No Reduction of Warehouse Hours Due to Conversion

It is understood and agreed that on conversion of Hourly Drivers to Owner Operators, or the re-routing of Hourly and Owner Operator routes, no regular full-time or part-time warehouse Employee will incur a reduction in warehouse hours worked.

BC5.05 Bargaining Conference

It is understood that the Union holds a Bargaining Conference in the last year of the collective agreement in preparation for collective bargaining. The Company will make every effort to allow the full complement of elected delegates to attend this conference provided the Union gives at least thirty (30) days' notice of the requested dates.

BC5.06 Surveillance and Searches

It is agreed that the Company will not use video surveillance to monitor performance. Access to video surveillance material will be restricted to a small number of Company officials.

In addition to the above, the Company is committed to submitting its current Internal Investigation policy (dated 01-01-05, revised on 09-13-05, number ED-15) to its legal counsel within ninety (90) days of ratification to ensure that it is in compliance in policy and

practice with all applicable legislation and regulations relating to surveillance and searches of employees including but not limited to the *Criminal Code of Canada*, the *Personal Information Protection and Electronic Documents Act (PIPEDA)*, and the *Canada Labour Code*.

The Union has raised the following concerns and, without limiting the generality of the foregoing, the Company has committed to having these concerns reviewed by its legal counsel and senior national Management:

1. The Red Pass program is not random either in planning or in execution and is potentially in violation of the above-noted policy.
2. The Union raised the concern that the red pass sticker on personal belongings such as cell phones and MP3 players was an unnecessary step and that the sticker was not entirely secure.
3. The Union suggested that an area outside the secure zone be created for employees who did not want their personal belongings subject to a random search. We suggested a bank of lockers or something similar for the use of employees.
4. The Union requested clarification on what tasks related to security will be delegated to be handled only by Loomis Management versus by Loomis contracted security staff. For example, if an investigation commences, Management would normally bring in a Union Steward. There have been no clear guidelines given in this area.
5. The Union requested some parameters on the declared intention to search internal bags including guidelines on when such a search might be requested, in what area it would be conducted, and on how Union representation and pay issues might be handled.
6. The Loomis policy contemplates “requesting the employee to lift his or her upper garments to expose the waist band area” and that “employees who refuse a clothing search will be subject to disciplinary action up to and including termination.” The Union raised concerns that such intimate searches are not permitted by anyone other than law enforcement officials under the correct circumstances as set out in law.

After its legal counsel and senior Management have reviewed the policy and the above issues, the Company will meet with the Union to discuss the findings and any proposed changes to the policy and practice prior to implementation. Disagreements will be handled through good faith discussion prior to either party advancing a grievance on the policy.

BC5.07 Employee Shipping Discounts

The Company agrees that an Employee will have the ability to use any of Loomis Express (Canada) Ltd.'s services on the following basis:

- (a) Seventy percent (70%) discount on employee personal shipments only
- (b) Maximum three (3) shipment per year.
- (c) No collect shipments.
- (d) Not transferable (i.e. only a Loomis Express (Canada), Ltd. employees can receive this seventy percent (70%) discount.
- (e) Blackout period after the first week in December to the second week in January.

BC5.08 Cell Phones

No Employee or Owner Operator shall be required to use their personal cell phone for Company business.

TEMPLATES

LOOMIS EXPRESS (CANADA), LTD. POSTING

DATE POSTED:

DATE REMOVED:

POSITION TITLE:

POSITION LOCATION:

REPLY IN WRITING TO:

BASIS OF PAY: AS PER COLLECTIVE AGREEMENT

NORMAL WORKING HOURS:

NORMAL DAYS OFF:

TYPE OF POSTING:

IF TEMPORARY, THE EXPECTED DURATION:

GENERAL RESPONSIBILITIES:

MINIMUM REQUIREMENTS:

APPLICANT

SENIORITY DATE

cc: Branch Manager
Shop Steward

LOOMIS EXPRESS (CANADA), LTD.

POSTING AWARD

AWARDED TO:

DATE AWARDED:

REPORTING DATE:

BRANCH:

POSITION TITLE:

POSITION LOCATION:

DATE OF POSTING:

TYPE OF POSTING:

IF TEMPORARY, THE EXPECTED DURATION:

APPLICANT

SENIORITY DATE

cc: Branch Manager
Shop Steward

LOOMIS EXPRESS (CANADA), LTD.

PRE-APPLICATION FOR JOB POSTING *

DATE APPLIED:

CURRENT POSITION:

POSITION/ROUTE # PREFERRED:

I WILL BE ON AN APPROVED LEAVE OF ABSENCE FROM:

FIRST DAY OF LEAVE:

DATE RETURN TO WORK:

APPLICANT:

BRANCH MANAGER:

SHOP STEWARD:

* TO BE USED FOR APPROVED LEAVE OF ABSENCE AND ANNUAL VACATION

LETTER OF UNDERSTANDING # BC1

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
(HEREINAFTER REFERRED TO AS "THE COMPANY")**

AND

**UNIFOR
(UNIFOR – CANADA)
(LOCAL 114)
(HEREINAFTER REFERRED TO AS "THE UNION")**

RE: POLICY ON THEFT

The parties to this agreement recognized theft to be a serious problem that cannot be tolerated. Stealing from our customers who provide us our entire livelihood puts all our jobs at risk.

Therefore, any employee or owner operator who is caught stealing and after investigation it is proven that theft occurred the employee shall be terminated and the owner operator business agreement shall be terminated.

LETTER OF UNDERSTANDING # BC2

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
(HEREINAFTER REFERRED TO AS "THE COMPANY")**

AND

**UNIFOR
(UNIFOR – CANADA)
(LOCAL 114)
(HEREINAFTER REFERRED TO AS "THE UNION")**

RE: COMMUNICATION ALLOWANCE

No employee or Owner Operator shall be required to use their personal cell phone for Company business.

Effective August 1, 2009, the Company will pay each Owner Operator a communication allowance of ten dollars (\$10.00) per month. This allowance is paid to facilitate P&D Owner Operators contacting Dispatch when they have cleared an area.

The Company will assist in setting up a discounted cell phone plan for use by Owner Operators where possible.

In the event the Company introduces a two-way pager system, any cost associated with this system shall be borne in full by the Company and the communication allowance shall cease at that time.

LOOMIS EXPRESS - SAFETY DIRECTIVE

The requirement for all Employees, Owner Operators, Contractors and Visitors to wear Protective Foot Wear where there is a hazard of a foot injury in the workplace.

1.0 Scope

- 1.1 This directive establishes and documents the mandatory requirements for all Employees; Owner Operators, Contractors, and Visitors to wear CSA approved protective footwear, where there is the possibility of a foot injury in the workplace.
- 1.2 No person will be allowed into a designated protective footwear area without wearing the prescribed safety footwear.
- 1.3 Where practical, the Local Health & Safety Committees may identify safe areas where nothing is permitted to be stacked, or there are no other hazards from falling items.

2.0 Responsibilities

- 2.1 The Area Service Manager is responsible for compliance to the requirements of this directive by all Employees, Owner Operators, contractors and visitors.
- 2.2 The Service Centre Manager is responsible for implementation of and shall ensure compliance to the requirements of this directive, including the installation of the appropriate signage.
- 2.3 Supervisors are responsible for ensuring that anyone granted access to the workplace is in compliance with this directive.
- 2.4 Sales Managers are responsible for ensuring that their Employees are in compliance with this directive and that any customers that they bring onto the premises are in compliance with this directive.
- 2.5 The Employees and Owner Operators working in the designated protective footwear area are responsible for adhering to this procedure.
- 2.6 The Employer and Employee recognize their respective responsibilities under the Canada Labour Code.

3.0) Authorities

Section 125(1) (I) Canada Labour Code Part II
COSH Regulation 12.5(1) Canada Labour Code Part II
CSA Standard Z195-M1984
H&S Policy 3-16 (5) & H&S Policy 3-17(13)

APPENDIX "A" BC OWNER OPERATOR SPECIFIC

ARTICLE BC-A1 – SENIORITY, BIDDING AND REDUCTIONS

BC-A1.01 Seniority

- (a) In the application of BC4.02, Employees who convert to Owner Operator shall be transferred with their full Company service/seniority.
- (b) Seniority for Owner Operators will be established based on all continuous service as an Owner Operator and as a regular Employee. A separate Owner Operator seniority list shall be posted at each Depot. This list shall be used for the purposes of job bidding, provided the applicant possesses the required minimum qualifications and ability. In the case of Linehaul or Tractor Drivers five (5) years of In-town Linehaul work will be considered sufficient to meet the minimum qualifications for a vacant Highway position.

The Company will issue and post two seniority lists as follows:

- i) Provincial Seniority List
- ii) Branch Seniority List

These lists will be renewed every three (3) months with copies to the Union boards and Local 114 office.

Protests in regard to seniority status of an Owner Operator must be submitted in writing to the Company and Union Representative.

The parties agree that for Owner Operators hired on the same day the most Senior Owner Operator will be decided alphabetically by last name.

- (c) An Owner Operator who transfers to a vacant hourly rated position will be granted a seniority date equal to his or her Company seniority. Eligibility for vacation will be based on the Owner Operator's seniority date after he/she has completed twelve months service as a regular Employee. All standard waiting periods for benefits will apply as if the individual was a new Employee. However he or she shall not be eligible to bid on another posted vacancy for a period of two (2) months from the date of transfer.

BC-A1.02 Bidding and Selection

The following formula shall be used for Owner Operator work that has become vacant for any reason:

- (a) Senior Employee or Owner Operator in the Province who applies in writing;
- (b) Company's option to fill.

Should the original vacancy be awarded at (a), the resulting vacancy shall be posted provincially and awarded to the most senior qualified Owner Operator or Employee who applies in writing. Should no Owner Operator or Employee apply, the vacancy will proceed to (b).

The Company shall, at the time of posting and awarding, number such and provide the Chief Steward and Local Union with a copy of all posted vacancies.

BC-A1.03 Vacancy Information

The Company agrees to post the following information:

- area;
- average standard finish time;
- any mid-day breaks;
- route standards;
- vehicle size;
- average/estimated number of stops, waybills and weight;
- if the vacancy is subject to any outstanding termination grievance;
- if no change to the posted route, the Company agrees to provide the previous three (3) months gross revenue;
- any available additional information shall be provided to the union upon request. All information provided is based on historic factors and is subject to change with the normal fluctuation of business.
- A full description of the route and its boundaries as well as any exceptions or anomalies for that route.
- Daily average earnings, averaged over the previous thirteen (13) pay periods.

BC-A1.04 Owner Operator Rights to Hourly Posting Awards

The Company will make every reasonable effort to ensure that postings shall be occupied by the successful Owner Operator applicants within twenty-five (25) calendar days.

BC-A1.05 Bumping

- (a) Any Owner Operator whose route is abolished or who is displaced will displace a Junior Owner Operator in, first the Depot, then the Branch and then the Province.
- (b) In the event an Owner Operator exercises his/her overall service as a result of a layoff, they must possess the necessary license and equipment.
- (c) As an option to bumping as provided above, the Owner Operator may elect to hold seniority and bid on any vacancies that become available in the next six (6) months.

BC-A1.06 Relocation Committee

In the event a decision is made to relocate a new main operating Hub, a committee will be established to discuss the impact on Owner Operator Linehaul and P & D Owner Operator routes and to address any concerns.

BC-A1.07 No Erosion

IT IS HEREBY UNDERSTOOD AND AGREED that during the period after contract ratification:

- (a) Amended Appendix “C” and Schedule “A” will be prepared.
- (b) Owner Operators will sign the new amended Appendix “C” and Schedule “A”.
- (c) No Individual terms more advantageous than provided for in the Agreement will be eroded due to this process.

E.G: Piece rates higher than the Collective Agreement minimums or guarantees more advantageous to the Owner Operator than Collective Agreement minimums will not be eroded.

- (d) This does not apply to resigning Agreements after a route change or to the elimination of payment for services that are no longer performed.

ARTICLE BC-A2 – LEAVE OF ABSENCE

BC-A2.01 Bereavement Leave

- (a) If an eligible Owner Operator suffers a death in the immediate family such Owner Operator, upon request, will be granted such time off without pay not exceeding five (5) working days. If necessary, in case of members of the immediate family, funeral leave may be extended by an extra two (2) days.
- (b) For the purposes of this provision, the immediate family will be restricted to father, mother, brother, sister, spouse, and child, mother-in-law, father in law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, stepmother/father, aunts/uncles, nieces/nephews, stepbrother/sister and legal foster parents, legal foster children and grandchildren and any relative in the Owner Operator's domicile.

BC-A2.02 Maternity/Paternity Leave

Maternity/Paternity leaves as provided in the Canada Labour Code shall apply to all Owner Operators.

BC-A2.03 Medical Leave

An Owner Operator who is deemed to be medically unfit to perform their regularly assigned duties will be granted a medical leave of absence. Periodic medical reviews will be conducted.

BC-A2.04 Other Leaves of Absence

If an Owner Operator desires a leave of absence for reasons other than those referred to in this Agreement, proper justification must be submitted in writing to the Company as soon in advance as possible. The Company agrees that no legitimate or reasonable request will be denied providing such leave of absence does not interfere with business operations.

BC-A2.05 Leave Over Sixty (60) Days

No leave of absence except as otherwise provided within this Agreement will be granted in excess of sixty (60) days exclusive of vacation.

BC-A2.06 Extended Leaves of Absences

Extended leaves of absence above and beyond the sixty (60) days as set out in Clause BC-A2.05 shall be granted only by mutual agreement by both the Company and the Union in writing.

BC-A2.07 Relief Driver

- (a) It is appreciated from time to time that a substitute Driver may be used to perform the scheduled route as per this Agreement. However, this replacement will only be used for holiday relief, sickness or an emergency situation. Additionally, the Relief Driver may be used in the case where the Owner Operator is under a license suspension not exceeding twelve (12) months, provided the Owner Operator rides with the Relief Driver in a vehicle as a "Swamper" for the entire period.

- (b) The Owner Operator assumes all liability for insurance and Workers' Compensation for any person operating their vehicle in relation to this clause.
- (c) The Owner Operator must secure approval from the Company of his replacement prior to assuming the contractual duties. This approval will not take more than ten (10) calendar days.
- (d) Employees will be available to the Owner Operator. The use of an employee must first be approved by his/her Supervisor, and the expenses regarding the use of the employee will be borne by the Owner Operator. Loomis Express (Canada), Ltd. will not schedule an employee once he/she has been scheduled and approved verbally.
- (e) Owner Operators summoned to serve on a jury, judicial hearing, coroner's report or subpoenaed as witnesses will be compensated for any out of pocket expenses minus any monies received from the court should he/she supply a Relief Driver, for the cost of the Relief Driver. If the Company supplies an Hourly Driver, he/she forfeits his revenue for that day.
- (f) Any Relief Driver engaged by an Owner Operator shall conform to the provisions of Article 1.04 and 1.05 and shall be paid a minimum of sixty (60%) percent of the gross daily revenue plus WCB costs, excluding fuel escalation, or as may be mutually agreed by the Company and the Union. Linehaul Owner Operators to pay a minimum of twenty-five (25%) percent of gross revenue per day plus WCB costs.

BC-A2.08 Relief Driver Coverage

Owner Operators are normally required to provide their own Relief Drivers and vehicle for purposes including sickness, injury, bereavement, and vacation coverage.

Owner Operators: In an emergency, breakdown, or accident situation, the Company will provide for coverage of the route on the first day or partial day. In this event, the Owner Operator will be paid for any revenue generated before the incident occurred or the hourly driver rate for the same period, whichever is greater. The Company will assume all related costs for coverage. In the further event that the Owner Operator's vehicle is used in these situations, the Company will reimburse the Owner Operator for his or her vehicle operating costs.

Should the Company have to provide coverage beyond the first day or partial day, up to seven (7) days; the Owner Operator will forfeit any revenues for the period covered by the Company. The Company is not obligated to provide coverage beyond the seven (7) days.

ARTICLE BC-A3 – TRAINING

BC-A3.01 Minimum Payments

When Owner Operators are required to attend training programs or mandatory meetings, the Owner Operator will be paid the equivalent of the Hourly Driver rate if held during their normal work day or 1.5 times the hourly rate for training hours or mandatory meetings in excess of their normal working day. If a Relief Driver is used, the Company will pay for the Relief Driver. All training sessions or meetings required on a Saturday or Sunday, the Owner Operator shall be paid at no less than four (4) hours.

BC-A3.02 Paid Training

The Company shall provide all Owner Operators with three (3) days paid training when they change runs based on the applicable hourly driving rate at straight time.

BC-A3.03 Pay for Mandatory Training Courses

The Company shall pay for all mandatory training courses for any Relief Driver who is not already employed by the Company at the regular driving rate as per the Collective Agreement.

ARTICLE BC-A4 – EQUIPMENT**BC-A4.01 Painting of Vehicle**

- (a) In the event the Company, for any reason, decides to change the Company colours or at any other time, the Company shall bear the full cost of prep work and repainting all of the Owner Operators' vehicles where required, while Owner Operators are responsible for all body work.

Body work for purposes of this Article will be defined as any damage repair to the vehicle body, fenders, bumpers, doors, roofs, vehicle floors, chassis, etc.

Prep work for the purposes of this Article will be defined as the required sanding and preparation of the vehicle parts to be painted.

Prep work for Linehaul tractors shall include removal and installation of exterior parts and door jams if required.

- (b) Repainting and painting of replacement vehicles will be shared fifty (50%) percent by the Company in accordance with the painting price available to the Company (Not new Owner Operators and not body work). Based on this pricing, the Owner Operator is free to get his/her work done elsewhere as long as it is done satisfactorily.
- (c) The Company shall pay the full costs of painting any Owner Operators' vehicle used for a third party and returning that vehicle to normal Loomis Express (Canada), Ltd. colours when the driver is awarded another run.
- (d) New Owner Operator vehicles or current Owner Operator replacement vehicles must be painted with the correct Company colours within forty-five (45) days of it being used for any Loomis Express (Canada) Ltd. related business. Failure to do so may result in progressive discipline.
- (e) New Owner Operators will be responsible for the cost of original painting, prep work, and bodywork required.

ARTICLE BC-A5 GENERAL - HIGHWAY OWNER OPERATORS**BC-A5.01 Bob Tail Pay**

Driving of a tractor without trailer shall be paid for on the same basis as driving tractor-trailer.

BC-A5.02 Highway Owner Operator Lockers

Highway Owner Operators will be supplied with individual lockers at their terminals home and away from home.

BC-A5.03 Highway Owner Operator Dispatch Time

Highway Owner Operators dispatch time will be set by the Company at least seven (7) days prior to dispatch.

BC-A5.04 Postings at All Branches

Notice of vacancies for highway Owner Operators will be posted in all Branches.

BC-A5.05 Highway Owner Operator Uniforms

The Company will supply each highway Owner Operator, (excluding linehaul), with five (5) summer shirts, five (5) winter shirts, one (1) summer jacket, five (5) uniform slacks, three (3) shorts and one (1) winter coat.

BC-A5.06 Parking for Highway Owner Operators

The Company shall, wherever possible, provide at each of its terminals one permanent parking space on Company premises for each Highway Owner Operator working out of that terminal.

BC-A5.07 Job Posting Provisions

- (a) The Company and the Highway Owner Operators accept the principle of seniority on lay-offs and rehiring, and agree that if Employees possess the required qualifications and ability. Company seniority will govern in the Linehaul Branch.
- (b) In the event a new additional Linehaul route is established the Linehaul Owner Operator shall be given first preference on the job posting except in the application of 1.26 (a) where the incumbent Employee shall have first preference.
- (c) Notice of vacancies for Highway Owner Operators will be posted in all Branches.

BC-A5.08 Highway Owner Operator Meal Breaks

Highway Owner Operators shall be permitted to take one (1) hour meal break during their shift, trip, or tour.

BC-A5.09 Separate Highway Driver Seniority List

Seniority list to be posted every three (3) months showing length of Company seniority in the Linehaul Branch.

BC-A5.10 Payroll Data With Cheque

All payroll data for Highway Owner Operators to be provided with pay cheque.

BC-A5.11 Highway Owner Operator Loading and Unloading

Should highway Owner Operators wish to assist in the loading sequence, they may do so, however, in Burnaby, Kamloops, Prince George and Nanaimo highway Owner Operators may only direct the loading, when onsite warehouse staff is available.

BC-A5.12 Highway Owner Operator First Right of Refusal

Any minor changes to existing Highway Owner Operator runs (i.e. shortening, extending hours of work, etc.) will not open said run for bidding. In the event of major changes to an existing run, the Highway Owner Operators currently on said run shall have the first refusal if the run is put up for bid.

BC-A5.13 Define Highway Owner Operator

The term Highway Owner Operator shall refer to an Owner Operator who drives highway vehicles and is paid as an Owner Operator.

BC-A5.14 Line Haul Jurisdictions

Linehaul movement between B.C. and Alberta is to be shared between jurisdictions on a 50-50 basis where feasible. This is applicable to scheduled round trips moves only.

The Company agrees that the present number of runs between BC and Alberta shall not be reduced unless there is a loss of business and a subsequent reduction of freight.

BC-A5.15 Line Haul Extra Work

Linehaul Owner Operators will be offered extra work, trips, or route coverage on a seniority basis. Said work to be offered to available equipment in location affected (i.e. Lower Mainland), Company's option to use Company equipment if available.

BC-A5.16 Line Haul Additional Costs

If the Company wishes to pro-rate equipment, additional licensing costs to be borne by the Company.

BC-A5.17 Owner Operator Reporting of Hours

Owner Operators reporting to hours of service regulations may use Relief Drivers as required, to maintain legal hours of service. This will not be used to maintain their regular routes but in an emergency situation only.

BC-A5.18 Owner Operator Layover

Suitable accommodation for layover will be supplied and paid for by the Company.

BC-A5.19 Highway Drivers Extra Pay

Highway drivers will be paid their regular hourly rate while performing any duty other than driving.

BC-A5.20 New Route or Job

New route or job is deemed to be defined as adding to the scheduled work force.

BC-A5.21 Fuel Escalation: For Line Haul Owner Operators Only

Linehaul Tractor Mileage	Over 48 cents/ A fuel escalation of $\frac{3}{4}$ cent per mile for every 1 cent increase per litre in fuel.
Linehaul Tractor Hourly	Over 48 cents/ A fuel escalation of $\frac{3}{4}$ cent per mile for every 1 cent increase per litre in fuel.
5 Ton Straight Truck Mileage	Over 48 cents/ A fuel escalation of 1 cent per mile for every 2 cent increase per litre in fuel.
5 Ton Straight Truck Hourly	Over 48 cents/ A fuel escalation of 1 cent for every 2 cent increase per litre in fuel.

The above fuel clause is based on Owner Operators providing receipts, and the Owner Operator will be dealt with individually based on where each individual's fuel is bought (gross cost including GST).

BC-A5.22 No New 5 Ton Routes

The Company will not introduce any 5 ton owner operator runs for the life of the agreement.

ARTICLE BC-A6 – MISCELLANEOUS

BC-A6.01 Owner Operator Plug Ins

Automobile plug-ins wherever installed shall be available for all Owner Operators outside the Lower Mainland and Vancouver Island.

BC-A6.02 No Loss of Pay for Owner Operator Contract Negotiations

The Company agrees that all future meetings concerning contract negotiations shall be conducted during the regular working hours and the Owner Operators shall not suffer any loss of pay as a result of such meetings.

BC-A6.03 Pay Errors

If an error occurs in the payroll computation of an Owner Operator's pay cheque and the amount is equal to one (1) day's pay or more, he/she shall be entitled, on request, to receive same as soon as practical but not later than three (3) working days after the error was reported; and if the Owner Operator is overpaid then he/she shall return said cheque or the overpaid amount within three (3) working days.

The Company will help the Owner Operator to acquire a rental (and optional insurance) if necessary and requested. The Owner Operator will reimburse the Company for the cost of the rental and cost of optional insurance through payroll deduction or direct payment if requested.

BC-A6.04 Filtered Water and Cups

The Company agrees to filtered water to all Owner Operators, free of charge. Cups to be provided.

BC-A6.05 Employee Shipping Discounts

The Company agrees that an Employee will have the ability to use any of Loomis Express (Canada) services on the following basis:

- (a) Seventy percent (70%) discount on employee personal shipments only
- (b) Maximum three (3) shipments per year.
- (c) No collect shipments.
- (d) Not transferable (i.e. only a Loomis Express (Canada), Ltd. employees can receive this seventy percent (70%) discount.
- (e) Blackout period after the first week in December to the second week in January.

BC-A6.06 Owner Operator Dues

The Company agrees to distribute all Owner Operator union dues receipts when provided by the Union.

BC-A6.07 Business Agreements Sign Offs

All Business Agreements and attached Schedules must be signed face to face and in the presence of a Steward or Union Official.

BC-A6.08 At Fault Damage to Scanners

The Company considers at-fault damage to the Handheld to be subject to the principles of progressive discipline. Recognizing this principle, the policy dated August 28, 1998 will not form part of the Collective Agreement. However, the established program of progressive discipline will be the governing elements.

BC-A6.09 Company Drivers Performing Owner Operator Work

In instances where the Owner Operator is not notified of freight for their route and given first right of refusal on that freight, the Owner Operator will be paid at the applicable rates as set out in their business agreement for each and every instance where any other employee delivers or picks up work within their route boundaries providing the O/O can make such deliveries and will not affect service to other customers on their route.

BC-A6.10 Warehouse Work

The Company recognizes that the Union has provided the Company with an exception to language in the Collective Agreement to support the business. The Company would like to request that the current practice remain until the rerouting process is complete which will eliminate the need for the Company to use the Owner Operators to perform warehouse work.

ARTICLE BC-A7 – DEFINITIONS**BC-A7.01 Owner Operator**

Is an Employee of the Company as defined by the Labour Code of Canada, Part 1, Chapter L-2, Section 3.1, and includes the “Contractor” Owner Operators covered by Appendix “C” of this Collective Agreement.

BC-A7.02 Lower Mainland

For the purpose of this Agreement, it is understood that the area commonly referred to as the Lower Mainland further defined below shall be deemed to be one Branch. Linehaul Drivers will be a separate Branch.

Lower Mainland shall mean all roads to the geographical area:

- (a) North - to and including Pemberton, B.C.
- (b) South - to the Canadian/United States borders
- (c) East - to and including Hope, B.C.
- (d) West - to the West Coast mainland to and including Earls Cove, BC.

LETTER OF UNDERSTANDING #BC-A1

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
(HEREINAFTER REFERRED TO AS "THE COMPANY")**

AND

**UNIFOR
(UNIFOR – CANADA)
(LOCAL 114)
(HEREINAFTER REFERRED TO AS "THE UNION")**

RE: LINE HAUL ABOLISHMENT

IT IS HEREBY AGREED AND UNDERSTOOD that the following shall become and remain part of the current Collective Agreement between the Company and the Union.

In the event that there is an abolishment of a Linehaul Owner Operator's work for any valid reason, then the Business Agreement for said Owner Operator shall be temporarily suspended for a period of not more than six (6) calendar months. During this six (6) calendar month period the following shall apply:

- (a) The Owner Operator shall retain first right to said work.
- (b) The Owner Operator shall retain his/her service date for bidding on posted work.
- (c) The Owner Operator shall be responsible for payment of benefit premiums.
- (d) The monthly guarantee shall not apply.

Where a Linehaul route has been suspended or abolished, the Owner Operator will have the option of bumping a Junior Owner Operator with like equipment at any time after seven (7) days or thirty (30) days at Christmas time.

If after six (6) calendar months there is no return to said work, then the Company shall notify said Owner Operator that his/her Business Agreement has been cancelled. Item 2 of the Owner Operator's Business Agreement will not apply.

In the event of multiple runs on a single lane, the temporary suspension will apply to the Owner Operator with the junior service date on that run.

LETTER OF UNDERSTANDING # BC-A2

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
(HEREINAFTER REFERRED TO AS "THE COMPANY")**

AND

**UNIFOR
(UNIFOR – CANADA)
(LOCAL 114)
(HEREINAFTER REFERRED TO AS "THE UNION")**

RE: LIABILITY WAIVER

The Company and the Union agree to the following Liability Waiver for use when a Company Representative is required to accompany an Owner Operator in their vehicle.

The Company agrees to accept all liability for any or all persons that it authorizes to accompany any Owner Operator in their vehicle during the course of the business day while on their route, provided that the person is pre-authorized by the Company.

This waiver is valid if the vehicle meets the mechanical safety standards as set out by the Province of British Columbia.

No person pre-authorized by the Company will be allowed to ride in any vehicle that does not have a legal passenger seat or restraining device.

LETTER OF UNDERSTANDING # BC-A3

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
(HEREINAFTER REFERRED TO AS "THE COMPANY")**

AND

**UNIFOR
(UNIFOR – CANADA)
(LOCAL 114)
(HEREINAFTER REFERRED TO AS "THE UNION")**

RE: EXCESSIVE HOURS

The Company agrees that the issue of excessive hours that some Owner Operators have been required to do will be addressed and every effort will be made to reduce these hours.

It is understood that the Company intends each route to be completed within ten (10) hours excluding lunch and breaks under the new payment methodology.

APPENDIX "C"

BC BUSINESS AGREEMENT

AGREEMENT ENTERED INTO AT THE CITY OF _____ ON THIS _____ DAY OF _____, 200__.

BETWEEN: LOOMIS EXPRESS (Canada) LTD.

having its head office at 201 Westcreek Boulevard West, Suite 200, Brampton, Ontario, L6T 5S6

Hereinafter called the "Company"

AND:

(full name)

(address and postal code)

Hereinafter called the "Owner Operator"

WHEREAS Loomis Express (Canada), Ltd., a common carrier by motor vehicle which, in the regular course of its operations, requires the services of Owner Operators;

WHEREAS the Owner Operator has applied to Loomis Express (Canada), Ltd. to enter into an Agreement to supply transportation services with his/her own equipment on the terms and conditions hereinafter set out.

WHEREAS the Owner Operator warrants that he/she has the permits, equipment, skills and expertise necessary to operate commercial motor vehicles for the benefit of the Branch

THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1) TERM

This Agreement shall take effect on the date of its signature and shall continue in full force and effect until terminated by either party as a result of a breach of contract or for justifiable business reasons.

This Agreement may also be terminated, by either party, by serving a written notice to that effect, thirty (30) days in advance.

2) PAYMENT

The schedule of rates is attached to this Agreement as Schedule "A". Payments shall be made to the Owner Operator every two (2) weeks or as otherwise agreed by the parties.

The remuneration paid to the Owner Operators includes an indemnity for vacation, indemnity for fringe benefits, funeral leaves and Statutory Holidays.

3) PURPOSE OF THE AGREEMENT

This Agreement outlines the terms and conditions related to the provision of services in relation with customers of Branch to ensure that those services will be sufficient and to the satisfaction of Loomis Express (Canada), Ltd. and its customers.

4) OWNER OPERATOR'S OBLIGATIONS

The Owner Operator agrees to

- (a) Maintain at all times valid permits as required by law, and abide by and operate within the limits of all related Provincial and Federal Laws and Regulations.
- (b) Accept sole responsibility for the operation of any and all vehicles supplied, and the use of any and all personnel, freight handled, claims, fines, costs and legal expenses related to any infraction to the applicable laws.
- (c) Obtain and maintain insurance coverage, as more fully described in Schedule "D".
- (d) Promptly report any accident and any claim which could involve Branch and fully cooperate with Branch and any other person involved, for the settlement of any insurance claim.
- (e) Ensure that the best interests of Branch and its customers are maintained through a safe, efficient and professional operation.
- (f) Provide, on a consistent and reliable basis, safe equipment and sufficient and satisfactory services to meet the business requirements of Branch and its customers.
- (g) Make every reasonable effort to meet established delivery time unless otherwise prevented by severe weather or other extraordinary circumstances beyond the control of the Owner Operator.
- (h) Provide personally his/her services except for holidays, accident, illness, vacation, authorized leave or emergency.
- (i) Where a replacement Driver can be employed, provide at all time, licensed, competent and qualified personnel and make appropriate deductions and payments, as required by law, including deductions at source and Worker's Compensation.
- (j) Recognize the right of Branch to modify areas of service from time to time where necessary for service or efficiency.
- (k) Accept sole responsibility for the freight handled and claims related to such freight provided however, that in order for the Owner Operator to be held liable, it must be established that the Owner Operator was negligent in the performance of their duties.
- (l) Owner Operators are required to provide the Company with a copy of all maintenance records related to their vehicle on a quarterly basis.
- (m) All violations involving the Owner Operator's vehicle, moving or parked must be reported immediately to the Service Centre Manager.
- (n) No Owner Operator shall use a Relief Driver as his or her replacement to work somewhere else without the written permission of both the Company and the Union.
- (o) The Owner Operator may elect to retain a Relief Driver on their run indefinitely but shall have to pay sixty (60%) percent of the gross daily income to their driver plus WCB costs, excluding fuel escalation, until the expiration of his/her Union duties.

- (p) Linehaul Owner Operators to pay a minimum of twenty-five (25%) of gross revenue per day plus WCB costs.
- (q) All Owner Operators who are registered with the Worker's Compensation Board who can qualify to not pay personal option protection may do so but must meet the Board's regulations to keep their account active or disciplinary action will result.

OPERATING PRINCIPLES

- (a) The Dependent Contractor agrees that, in the performance of this contract, especially where he/she collects monies on behalf of Branch, he/she shall assume all the legal obligations of a person charged with administration of the property of others.
- (b) During the term, and any renewal thereof, Branch undertakes and agrees to provide the Owner Operator and the Vehicle with appropriate Motor Carrier Authority Freight Vehicle Licenses authorizing the transportation of goods, provided by Loomis Express (Canada), Ltd. in connection with performance of services by the Owner Operator.

5) GENERAL

It is expressly agreed between the parties that Branch shall, in no way, be responsible to the Owner Operator or to third parties, for any services and/or supplies provided to the Owner Operator. In the event of a claim resulting from supplies or services so provided, the Owner Operator agrees to indemnify Branch and to plead in its stead.

Branch may require, from time to time, proof that the Owner Operator abides by any and all of his/her obligations. The Owner Operator will, upon demand, give Branch a written authorization to verify his/her status and the discharge of his/her contractual obligations with any government or person.

The Owner Operator recognizes that he/she cannot obtain more rights than those of a registered user of Loomis Express (Canada), Ltd.'s trade name, trademarks and logo-types and, as such, has no proprietary interest in same and where the equipment is withdrawn from service for any reason, all Branch symbols, insignias, decals or other identification will be removed, at the Owner Operator's expense, prior to the release of final payments owing to the carrier.

The Owner Operator agrees that, during the term of this Contract and in any case of termination thereof, he/she will not solicit any of Loomis Express (Canada), Ltd.'s customers nor will he/she compete directly or indirectly with Loomis Express (Canada), Ltd., with respect to Loomis Express (Canada), Ltd.'s customers. In the event of termination by either Loomis Express (Canada), Ltd. or the Owner Operator, the Owner Operator will not solicit any of Loomis Express (Canada), Ltd.'s customers directly for a period of three (3) months following termination.

The Owner Operator and any Employee, partner or associate of the Owner Operator may not be entitled to any benefits or rights which would not be afforded to an Employee of Loomis Express (Canada), Ltd., including but not limited to benefits such as Company pension, Governmental pension contributions, dental or medical insurance, life insurance, or unemployment or disability insurance.

Each route general borders plus any anomalies shall be described fully in each Owner Operator's Business Agreement (Schedule "A").

Any Doctor's note required by the Company shall be paid in full by the Company

SIGNED, SEALED AND DELIVERED:

BRANCH _____

By:

WITNESS

MANAGER

WITNESS

OWNER OPERATOR

DATE

AREA DIRECTOR

SCHEDULE "A" - BC FEES

The Owner Operator shall be paid for the performance of services during the term, subject to early termination as aforementioned, as follows:

- (a) The Owner Operator shall receive a guarantee of \$_____ as his/her bi-weekly guarantee.
- (b) Owner Operator Minimum Rates will be as follows:

Rates	April 1 2017	April 1 2018	April 1 2019	April 1 2020
Core Zone Rate	By Route	By Route	By Route	By Route
Stop Rate	\$1.35	\$1.40	\$1.44	\$1.48
Piece Rate	\$0.25	\$0.26	\$0.27	\$0.28

Quality Payment	April 1 2017	April 1 2018	April 1 2019	April 1 2020
98% to 100% AVD	\$16.89	\$17.40	\$17.84	\$18.29
95% to 97% AVD	\$5.64	\$5.81	\$5.96	\$6.11
100% Pick Ups	\$16.89	\$17.40	\$17.84	\$18.29
100%TDD	\$16.89	\$17.40	\$17.84	\$18.29
Total Potential	\$50.67	\$52.20	\$53.52	\$54.87

International Waybills are the same as Original Waybills.

Lower Mainland air shuttles will pay a minimum of fifty dollars (\$50.00).

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

All waybills or scannable manifests on all shipments must be scanned where possible or manually entered where possible as applicable. Loose shipments must be scanned however pre-wrapped or bulk pickups of over fifty (50) pieces with a manifest do not have to be scanned, unless other practice in place in a province have different piece requirements. Individual package scanning on any pre-wrapped bulk shipments is not required but must be supported by manifest where applicable.

Owner Operators will be expected to make every effort to perform time definite deliveries where such deliveries will not affect service to other customers on their route. If it is determined that the Owner Operator cannot perform said delivery within the service requirements, they will be required to advise the appropriate Manager that alternate arrangements will need to be made for said deliveries.

Owner Operators redirected to another Depot to unload will be paid the following diversion rates:

Richmond ↔ Vancouver	\$50.00
Richmond ↔ Burnaby	\$50.00
Burnaby ↔ Vancouver	\$40.00

	April 1 2017	April 1 2018	April 1 2019	April 1 2020
Linehaul Tractor	\$1.59	\$1.64	\$1.69	\$1.74
Axle rates to be negotiated with the introduction of new equipment.				
Linehaul Straight Truck / per mile rate	\$1.35	\$1.40	\$1.44	\$1.48
Linehaul 1 Ton / per mile rate	\$0.87	\$0.90	\$0.93	\$0.96
Linehaul 3/4 Ton / per mile rate	\$0.83	\$0.86	\$0.89	\$0.92
Linehaul Tandem Axle Tractor Driving Rate / per hour	\$57.35	\$59.08	\$60.56	\$62.08
Linehaul Single Axle Tractor Driving Rate / per hour	\$52.30	\$53.87	\$55.22	\$56.61

Linehaul Owner Operators who operate with a train will be paid an additional twelve cents (\$0.12) per mile. The train rate is paid for the duration of the trip.

Linehaul Owner Operators who operate on Highway 3 will be paid an additional three cents (\$0.03) per mile. However, drivers who normally do not use Highway 3 and who are forced to use Highway 3 by an aversion will only be paid for the mileage they drive on Highway 3.

Tridem Rates – The Company will provide a payment for this work, at a rate of eight cents (\$0.08)/mile. Ramps will be installed in Prince George and Burnaby at ratification.

Drop, Train Make /Break, Switch Trailer Rates:	April 1 2017	April 1 2018	April 1 2019	April 1 2020
Linehaul Tractor	\$18.93	\$19.50	\$19.99	\$20.49
Linehaul Straight Truck	\$18.93	\$19.50	\$19.99	\$20.49
Linehaul 1 Ton	\$9.47	\$9.76	\$10.01	\$10.27
Linehaul ¾ Ton	\$9.47	\$9.76	\$10.01	\$10.27

Drop rate is equal to thirty (30) minutes of work. In the event that the work time at a drop exceeds thirty (30) minutes, every increment of fifteen (15) minutes work time will be paid one-half (½) the drop rate. The Company will undertake to review the drop times on all routes within ninety (90) days following ratification and the appropriate rate will be established.

- The Owner Operator shall receive remuneration based on the formula:

(Stops x Stop rate) + (Core Zone x # of stops) + (# of pieces x rate) + Quality Payment = Total + Bonuses

Density is based on kilometers/stops and will be used to calculate the Core Zone.

Add in specific individual amounts if needed (such as core zone rate)

The Quality payment is calculated using the following criteria:

- Time Definite
- Completing all assigned deliveries

- Picking up all assigned pick-ups

The items listed in Schedule B (y) shall be not be included when calculating the Quality Payment.

3. The Owner Operator shall be paid the aforementioned amounts by direct deposit every two (2) week period on Friday.
4. The Owner Operator will receive a minimum bi-weekly gross ("guarantee") from services in respect of ____ route in the Province of British Columbia.

The bi-weekly minimums are as follows:

	April 1, 2017	April 1, 2018	April 1, 2019	April 1, 2020
¾ Ton	\$2392.92	\$2464.71	\$2526.33	\$2589.49
1 Ton	\$2601.00	\$2679.03	\$2746.01	\$2814.66
3&5 Ton	\$2819.49	\$2904.07	\$2976.68	\$3051.10

In addition to the above, the guarantee will be increased by the amounts set out below for mile driven over the minimum.

¾ Ton Van	\$0.35 per km for all miles over 130 kms/day
1 Ton Van	\$0.40 per km for all miles over 130 kms/day
3 Ton Van	\$0.60 per km for all miles over 200 kms/day
5 Ton Van	\$0.65 per km for all miles over 200 kms/day

All guarantees negotiated or otherwise, will be calculated as a bi-weekly minimum, effective date of ratification. Guarantees are based on a five (5) day work week or the equivalent thereof (e.g. where an Owner Operator works Monday to Saturday, where Saturday and Monday are half-days). Any time worked beyond a five (5) day work week will be considered an extra to be negotiated as part of the Business Agreement.

Guarantees are based on a five (5) day work week. Any time worked beyond a five (5) day work week will be considered an extra to be negotiated as part of the Business Agreement. No Owner Operator will be required to work more than five (5) days per week without their agreement.

Owner Operators who have negotiated a guarantee greater than the above will receive the following increases to their individual bi-weekly guarantee:

Note: It is understood that although the bi-weekly minimum guarantee will remain in place (and the International Shuttle Owner Operator guarantee will continue), the Framework Methodology Committee will continue to explore ways of reducing the number of Owner Operators reliant on this guarantee.

Pay period minimum is pro-rated based on the number of working days in the pay period.

Partial routes will be pro-rated accordingly.

Partial routes will have no adverse impact on existing Owner Operators.

The Company will not implement any new partial Owner Operator routes unless there is an Agreement otherwise between the Company and a Union Business Agent or National Representative. If any existing partial route is rerouted or reposted, it shall be deemed to be a regular Owner Operator route unless the Company decides to fill it with an Hourly Driver.

5. With the exception of invoice adjustments or corrections, any monetary claims by the Company against an Owner Operator must be submitted as a Company grievance and no deductions shall be made until the grievance is resolved or arbitrated, all auditing adjustments must be presented to the Owner Operator in a face to face meeting with a Steward present and proof provided of all adjustments. The Company agrees further any audit as provided for herein shall be conducted in a timely manner and the information the Company is relying on shall be checked to be accurate prior to the meeting.
6. (a) Loomis Express (Canada), Ltd. may in its reasonable discretion from time to time add to and amend Schedule "A" in any manner necessary to comply with law. Any such addition or amendment shall be effective and binding upon the Owner Operator from the date stipulated in the notice of Loomis Express (Canada), Ltd. in regard thereto.
- (b) Loomis Express (Canada), Ltd. may, at times, add to and amend the Owner Operators Rules and Guidelines in any manner necessary for compliance with the law. Any such addition or amendment shall bind the Owner Operator from the time Loomis Express (Canada), Ltd. advises the Union in writing of the required amendment.
7. Operating Principles
- (a) If and when an Owner Operator is required by the Company to return to the Depot to do missed shipments, then the Owner Operator will receive his regular waybill rate for any re-deliveries, which shall be charged to the Company.
- (b) All Owner Operators shall be entitled to take two (2) fifteen (15) minute rest periods and one (1) half hour meal period at their discretion.
- (c) Off loads will be locally negotiated between the Owner Operator and his/her Branch Manager.
- (d) Company requested claims inspections will pay a minimum of five dollars (\$5.00).
- (e) The Company shall pay for all road, ferry or transport tolls or fees.
- (f) Warehouse time for Owner Operators outside the Lower Mainland will be paid the following: (Pick up and delivery units only).

	<u>April 1 2017</u>	<u>April 1 2018</u>	<u>April 1 2019</u>	<u>April 1 2020</u>
Per hour	\$27.89	\$28.73	\$29.45	\$30.19

Any additional warehouse time to existing Owner Operators on their existing runs as of date of ratification of the 2001 agreement will be paid over & above any guarantee or flat rate applicable to them.

- (g) Linehaul routes requiring a layover away from home terminal will be paid a two cent (\$0.02) per mile premium. (Applicable for routes under five hundred (500) miles.) Wherever possible, the Company will not require weekend layovers.
8. It is recognized that the Owner Operator's work week may consist of five (5) consecutive days with two (2) consecutive days off. Saturday and Sunday are recognized as the sixth (6th) and seventh (7th) shift respectively.
9. Non Owned Trailer Insurance will become the responsibility of the Company.

10. Fuel Escalation

Owner Operators will determine their average daily kilometers and submit this to the Company within two (2) weeks of date of ratification. Average daily kilometers are based on work driving only and do not include mileage incurred for travel to/from work or other personal business. Those individuals found padding their mileage will be permanently excluded from this program. Changes to average kilometers will only be adjusted with a reroute or significant geographic change. The base fuel price for this program will be the B.C. average unleaded fuel price of fifty-five cents (\$0.55)/litre. Owner Operators will be paid on the basis of:

City Routes

¾ Ton Van	\$0.01 per km for every \$0.04 change in base fuel price
Dual Wheel Units	\$0.01 per km for every \$0.03 change in base fuel price
5 Ton Units	\$0.01 per km for every \$0.025 change in base fuel price

Rural Routes

¾ Ton Van	\$0.01 per km for every \$0.05 change in base fuel price
Dual Wheel Units	\$0.01 per km for every \$0.04 change in base fuel price
5 Ton Units	\$0.01 per km for every \$0.035 change in base fuel price

Determination of City or Rural Route, for this program, is on the basis that a route consisting of eighty (80%) percent or more of its total mileage is within city/town limits is considered City. All Lower Mainland routes are considered City. The route must be designated either City or Rural, there is no mixed routes.

Decreases in the rates will occur when the fuel price falls below the same price triggers that have generated a rate increase, but cannot go below the base price. Fuel prices to be posted at all locations at the first of each month.

Owner Operators will submit any amounts owed under this program as a separate charge on their daily invoices. Any Owner Operator found overstating their mileage will, at a minimum, be permanently excluded from this program. There will be no compensation for mileage incurred for personal use at any time.

12. WCB Premium Reimbursement

Effective August 1, 2009 - Upon presentation of a receipt from Worksafe BC, the Company will reimburse the Owner Operator one hundred and fifty dollars (\$150) per year for the cost of WCB coverage.

This amount shall be paid over and above any guarantee.

13. Saturday Work

All Owner Operators working on Saturdays will be compensated based on a five (5) hour minimum and based on the following rates

April 1, 2017	April 1, 2018	April 1, 2019	April 1, 2020
\$29.44	\$30.32	\$31.08	\$31.86

These rates will be pro rated for a three-quarter ton vehicle

These rates are increased as per Article 11

Mileage will also be paid on a pro-rated basis.

For example, an O/O with a 1-ton vehicle working 7 hours on a Saturday would be compensated $7 \times \$26.14/\text{hr} = \182.98 plus $\$0.40/\text{km}$ for all kms driven beyond 91 kms that day. (130 km pro-rated on a 7-hour work day – 91kms).

All business agreements will be updated to reflect these changes where required.

The Company agrees to post and distribute to each Owner Operator the agreed to Core Zone Charts for each province for each year of the collective agreement.

SCHEDULE "B" – BC SPECIFICATION FOR SERVICE

The Owner Operator hereby undertakes and covenants to perform the services pursuant to the Agreement and to strictly adhere to the following guidelines:

The Owner Operator shall:

- (a) be available for service at all times and places established from time to time by Loomis Express (Canada), Ltd.;
- (b) have on hand an adequate supply of presentable waybills, rate sheets, flyers and other supplies required by the operating authority of Loomis Express (Canada), Ltd.;
- (c) prepare and submit accurate and honest reports to Loomis Express (Canada), Ltd. for the services performed pursuant to this Agreement on a daily basis along with an Owner Operator daily check sheet and completed route summary;
- (d) submit any agreed to paper work, copies of waybills relating to pick-ups and copies of waybills relating to deliveries to Loomis Express (Canada), Ltd. at the end of each work day;
- (e) pick up and deliver every shipment of packages assigned by Loomis Express (Canada), Ltd. to the Owner Operator in accordance with the instruction standards of service set by Loomis Express (Canada), Ltd.;
- (f) be responsible for the loading, unloading, maintaining and servicing of the Vehicle and the verifying of all customer material;
- (h) present himself for work in a clean, pressed uniform or other clothing acceptable to Loomis Express (Canada), Ltd. at all times during service;
- (i) ensure that the vehicle is clean, sound and in good working condition with all advertising material where agreed upon supplied by Loomis Express (Canada), Ltd. properly displayed;
- (j) ensure that the Vehicle continues to meet the specifications of Loomis Express (Canada), Ltd. as to colour, type, decaling and security;
- (k) drive the Vehicle in a safe, cautious and expeditious manner;
- (l) conduct himself in a polite and helpful manner while making pick ups and deliveries on behalf of Loomis Express (Canada), Ltd.;
- (m) exercise extreme caution and care to prevent any packages from being lost, stolen, misplaced, damaged or destroyed;
- (n) notify Loomis Express (Canada), Ltd. in the event of any accident that an accident has taken place and if necessary arrange for an alternate to maintain service scheduling and to perform the balance of services to be performed by him on behalf of Loomis Express (Canada), Ltd. under this Agreement for the remainder of the day concerned. However, if the driver and/or the vehicle are incapacitated, the Company will attempt to arrange for the alternate coverage for the remainder of the day concerned, but will retain the revenue for the period in which they operate, if an Hourly Driver is used;
- (o) not use any alcohol or drugs while performing the services under this Agreement;
- (p) properly lock any door when leaving premises which the Owner Operator has gained access to by virtue of any keys supplied by Loomis Express (Canada), Ltd. or the customer concerned;

- (q) scan every piece in accordance with Company policy and where this is not possible, obtain the appropriate signature on any waybills as proof of delivery, or if no waybill exists have the customer or his/her agent sign on a sub-waybill;
- (r) make every effort to ensure that all parcels and envelopes are handled appropriately and with care;
- (s) scan, report and/or record any deliveries or pickups not completed;
- (t) ensure that the Vehicle is kept locked and fully secured at all times;
- (u) not allow any passengers not authorized by Loomis Express (Canada), Ltd. in the Vehicle when performing the services pursuant to this Agreement and delivering or picking up parcels on behalf of Loomis Express (Canada), Ltd.;
- (v) provide a replacement Driver or vehicle, when necessary, either of which must have previously been cleared and deemed acceptable to Loomis Express (Canada), Ltd.;
- (w) in the event a change in equipment is required to satisfy the needs of a route, discussions will be held with the Owner Operator prior to the change and he/she will have ninety (90) days to acquire the new equipment. The owner operator will have the right to accept the change or bump as per article BC- A1.05.
- (x) the Company will pay the first waybill rate for a delivery and a pickup at the same location at the same time providing the normal standards of delivery and pickup are maintained;
- (y) as noted below, the following will be paid at the regular first waybill rate:
 - 1. Regular Pickup: Regularly scheduled stop nothing shipped on that day.
 - 2. Attempted Pickup: Driver is dispatched to customer. Nothing shipped; shipper knows nothing about it. Must be there prior to customer's closing time.
 - 3. Attempted Delivery: Driver cannot deliver as no one is home or business is closed. Applies to closed business only if driver there during normal hours of operation. Payment includes weight of shipment.
 - 4. Cheque Pickup: Pickup of cheques for Accounts Receivable. Paid separately when driver is required to make a separate stop.
 - 5. LCS Delivery: Driver delivers Loomis Express (Canada), Ltd. product to customer on regular or laser waybills. (Could include supplies or pre-printed waybills in large quantities.)
 - 6. LCS Pickup: Driver is asked to pickup product for Loomis Express (Canada), Ltd.
 - 7. International Meet: Driver is dispatched to meet other drivers to go to airport for International service. Charges one waybill for each meet.
 - 8. Same Day Meet: Drivers who meet the same day shuttle for additional stops.
 - 9. Mobile Meet: Driver meets a shuttle to obtain late air shipments.
 - 10. Driver Meet: Driver gives scanner and pickup material to another Driver who is returning to the Depot.
 - 11. Airbox Drop: Driver drops off air pickup material for another Driver to retrieve.

In the event it is determined that the Owner Operator is unable to make a delivery(s) or pick-up(s) in his/her area, Management reserves the right to assign these stops to surrounding routes in order to maintain customer service.

The intent of this language is that the Company would have specific reasons for assigning stops to surrounding routes. This would be done on a one-off and not on a permanent basis.

SCHEDULE "C" - HEALTH CARE BENEFITS: BRITISH COLUMBIA

It is hereby agreed that all Loomis Express (Canada), Ltd. Owner Operators will receive the following insurance package, paid for fully by the Company:

1. Life Insurance \$50,000
2. Accidental Death & Dismemberment \$50,000
3. Felonious Assault \$30,000
4. Major Medical Insurance: (similar to extended health benefits).

May start 30 days following Owner Operator activity.

Owner Operators may exercise an option for the following health and welfare benefits. These benefit premiums are totally paid for by the Owner Operator.

- A. Provincial Medical Insurance: applicable for each Province. Available first of month following date of employment.
- B. Personal Accident Insurance: This is a separate plan. Amount of coverage is optional to each Owner Operator at their own cost as outlined in the pamphlet. Available on first of month following completion of thirty (30) days following Owner Operator activity.
- C. If the numbers warrant the Company will, on behalf of the Owner Operators, negotiate with an insurance carrier a separate plan for S.T.D. and L.T.D. based on Owner Operator experience and funded by the Owner Operators.
- D. The Company shall within one hundred twenty (120) days of ratification produce a booklet that contains all needed forms relating to claiming on any of the insurances provided as well as an explanation of all benefit packages made available to the Owner Operators.
- E. There shall be no drug or alcohol testing of any Owner Operators under this Collective Agreement unless required by law or a separate Agreement between the Union and the Company.
- F. The Company agrees to recognize same sex couples for the purpose of coverage through any negotiated benefit or clause.

SCHEDULE "D": BC LIABILITY AND DAMAGE INSURANCE

The Owner Operator shall, at their own expense and without cost or expense to Loomis Express (Canada), Ltd., obtain and maintain during the term of this Agreement the following insurance in respect to the vehicle and in relation to the performance of services under this Agreement:

- (a) Motor vehicle third party liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence on any vehicle utilized by the Owner Operator in providing services to Loomis Express (Canada), Ltd.. under the terms of this Agreement together with any further statutory motor vehicle liability or other insurance which may be required under applicable laws or regulations:
- (b) Comprehensive general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence against claims arising out of bodily injury or death or loss or damage to, or the destruction of property belonging to Loomis Express (Canada), Ltd. or its customers, including the loss of use thereof covering such perils as Loomis Express (Canada), Ltd. deems necessary and in such amounts and with such terms and conditions are reasonably acceptable to Loomis Express (Canada), Ltd. The Policy referenced herein shall contain and endorsement specifically covering the contractual liability of the Owner Operator under the terms of this Agreement.
- (c) Cargo liability insurance on terms and conditions reasonably satisfactory to Branch in an amount of not less than twenty-five thousand dollars (\$25,000).

The foregoing insurance must be placed with an insurer reasonably acceptable to Loomis Express (Canada), Ltd. The Owner Operator must further provide Loomis Express (Canada), Ltd. with a Certificate of Insurance evidencing the foregoing insurances prior to services being commenced. Said Certificates of Insurance evidencing the coverage's herein shall also contain the following provisions:

- 1) Branch will be added to said policies as an additional insured by only with respect to liability that may result from the performance of the Agreement;
- 2) The Owner Operator and the insurers further agree to waive all rights of subrogation as against Loomis Express (Canada), Ltd.;
- 3) The policies shall contain severability of interest and cross liability clauses;
- 4) The Insurers will provide Loomis Express (Canada), Ltd. with thirty (30) days prior written notice of any cancellation or material change in the policies.

APPENDIX B HOURLY SPECIFIC LANGUAGE**ARTICLE BC-B1 - SCHEDULE OF HOURS AND OVERTIME****BC-B1.01 Work Day, Work Week and Overtime**

- (a) The work week will be Sunday through Saturday. All time worked in excess of forty (40) hours per week and over eight (8) hours per day and up to ten (10) hours will be paid at time and one-half (1 ½) times basic rate and all hours worked over ten (10) hours per day will be paid for at double time (2 X) the basic rate. Overtime to be based on a day-to-day basis except for those Employees working a long day, short week by agreement. No Employee shall be required to take time off in lieu of overtime hours worked.

In a week during which one or more Statutory Holidays occur(s), the forty (40) hours requirement will be reduced by eight (8) hours each Statutory Holiday.

For Clerical Employees regularly scheduled to work a thirty seven and one half (37 ½) Hour Work Week: Clerical Employees who are scheduled to work a (37 ½) hour work week and who work in excess of thirty seven and one half (37 ½) hours a week and/or seven and one half (7 ½) hours a day will be paid at time and a half (1 ½) their hourly rate. Clerical employees, who work in excess of thirty nine and one half (39 ½) hours a week and/or nine and one half (9 ½) hours in a work day, will be paid at double time (2 X) their hourly rate.

- (b) A day for the purpose of this clause will be the scheduled start of an employee's shift and will run until the start of the employee's next scheduled shift in a twenty-four (24) hour period.
- (c) Payment of Overtime: All employees will be paid overtime for all hours in excess of eight (8) hours in a twenty-four (24) hour period commencing with the employee's scheduled start time.
- (d) A casual scheduled employee will be paid overtime in excess of eight (8) hours from the start of their first assignment in a twenty-four (24) hour period or until their next schedule shift, whichever is less.
- (e) Unscheduled casuals are to be called after all part-time and scheduled casuals have been offered the extra hours first for maximization. This is to be done in order of seniority.

BC-B1.02 Minimum Scheduled Hours

Employees will be paid according to their posted shift or the spareboard; however, no shift will be scheduled for less than four (4) consecutive hours (excluding split shifts). Any regular posted Employee working twenty (20) hours or more per week shall be entitled to the full rights and benefits of this Collective Agreement.

BC-B1.03 Minimum Pay

- (a) Any regular full-time or regular part-time Employee scheduled to report to work at a specified time by the Company, who starts work at the said time, shall be guaranteed a minimum of four (4) hours pay in lieu thereof - unless the Employee quits, is voluntarily laid off or is discharged for cause prior to the completion of four (4) hours.

- (b) Regular part-time Employees who are called and asked to report to work for extra hours/miles will be paid according to the amount of hours/miles worked. The availability of these hours/miles shall go to the most senior part-time Employee on shift, followed then by the part-time Employee most immediately available. In the event a part-time Employee is called in for extra work and no work is available, that Employee will be paid a minimum of three (3) hours. Article BC-B1.04 shall not apply.

BC-B1.04 Split Shifts

All Employees working split shifts with a break of two (2) hours or more, excluding a lunch period of one (1) hour, will receive one-half ($\frac{1}{2}$) hour paid per day at straight time rate. No split shift shall exceed more than twelve (12) hours, then the thirteenth (13th) hour shall be at overtime rates. Only shifts of six (6) hours or greater in length can be split, Lower Mainland only.

The twelve (12) hours above may be extended by local arrangements agreed to in writing between the Local Union Representative and the Service Centre Manager, subject to a thirty (30) day cancellation notice by either party.

BC-B1.05 Alternate Work Week

Upon mutual agreement in writing between the Company and the Union, a shift comprising of four (4) consecutive days and ten (10) consecutive hours per day, excluding the lunch period, shall be established. Where such shifts are established, overtime shall occur after the tenth (10th) hour at the rate of time and one-half ($1\frac{1}{2}$) times the basic rate.

BC-B1.06 Overtime

- (a) An Employee who works overtime in conjunction with his/her regular shift after two (2) hours shall be allowed a meal period of one-half ($\frac{1}{2}$) and an allowance of ten (10) dollars which is to be taken immediately following the completion of his/her regular shift, or as may be mutually agreed upon between the Company and the Employee.
- (b) It is agreed that the Company will endeavour to make reasonable accommodation for those Employees who have family, parental, or medical obligations that make them unavailable for mandatory overtime. Such Employees will be required to advise the Company in writing of these situations and this will also make these Employees ineligible for voluntary overtime. If the situation changes for these Employees and they wish to be added to the extra work list, they must advise the Company in writing.

If a specific shift is likely to require overtime, the Company will identify such on the posting. In this situation, if an Employee bids on the shift they will not be able to invoke the above provision.
- (c) Where an Employee is entitled to a meal allowance, the Company will issue this benefit via payroll. This benefit will be considered non-taxable.
- (d) Overtime shall be offered by seniority first, based on department and classifications, wherever possible.
- (e) In the event that employees have not finished assigned work within their scheduled shifts or volunteered for extra work, employees will be required by reverse seniority to remain on shift until all work has been completed or they have been permitted to depart the work site by the Supervisor or Manager.

BC-B1.07 Pay on Temporary Assignments

An Employee temporarily assigned to a higher rate position for two (2) hours or more shall receive the higher rate for his/her entire shift. An Employee temporarily assigned to a lower rated position shall not have his/her rate reduced.

BC-B1.08 Overtime Banking

Where an employee desires to bank his/her overtime, he/she shall request, in writing, indicating this, which shall be binding for one (1) year.

- (a) Overtime which is banked during the calendar year shall be credited in terms of hours, and when taken as time off, shall be paid out at the same hourly rate as banked. When an employee leaves the Company all banked hours accumulated during that calendar year shall be paid out in total. Banked overtime should be taken in scheduled eight (8) hour increments or as locally arranged in writing.
- (b) The company shall keep a record of all banked overtime which shall be available for perusal by the employee.
- (c) Example of banked hours:

One (1) hour at one and one half times (1 ½ X) one and one half (1 ½) hours banked
one (1) hour at double (2 X) time two (2) hours banked.
- (d) Such time off will be taken at a mutually agreed date, consistent with the efficient operation of the Company.
- (e) Employees hired after July1, 1990 will not be eligible to bank overtime.

BC-B1.09 Temporary Promotions

An Employee engaged temporarily or an Employee temporarily promoted on account of an Employee being off duty due to sickness or similar cause, or on vacation or leave of absence, shall receive the rate applicable to the position on which temporarily employed.

BC-B1.10 Rest Periods

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

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

All shifts over five (5) consecutive hours or more shall have a one-half (1/2) hour unpaid meal period between the third (3rd) and sixth (6th) hour, unless otherwise mutually agreed to by the Company and the employee.

BC-B1.11 Preshift Overtime

Any full-time Employee required to perform work before the scheduled starting time shall be compensated at the applicable overtime rate until the commencement of the scheduled shift. This will be calculated in fifteen (15) minute increments.

ARTICLE BC-B2 - HOLIDAYS**BC-B2.01 Statutory Holidays Observed**

The following Statutory Holidays will be observed:

New Year's Day	Thanksgiving Day	Family Day
Good Friday	Remembrance Day	
Victoria Day	Christmas Day	
Canada Day	Boxing Day	
British Columbia Day	Labour Day	

BC-B2.02 Eligibility

Eligible Employee are those Employees who are regular full-time and regular part-time Employees who work a minimum of twenty (20) hours per week, and have been employed in excess of thirty (30) calendar days.

BC-B2.03 Entitled to Pay

An eligible Employee will be entitled to pay for the above-noted holidays although no work is performed, provided such Employee's work on the regular scheduled workday's first proceeding and next following such holidays. The Company will recognize reasons advanced by the Employee for absenteeism on the regular scheduled work day preceding or following the holiday and if deemed reasonable/legitimate such holiday pay entitlement will be granted.

BC-B2.04 Holiday Pay

Holiday pay will be computed by multiplying the Employee's basic straight time hourly rate of pay by the number of hours worked in the Employee's regularly scheduled work day.

A part-time posted Employee shall be paid a normal day's pay for the statutory holiday. For the purpose of this Article, a normal day's pay shall be understood to mean a part-time Employee's normal hourly earnings, exclusive of overtime, for the hours they have worked in the two (2) week period immediately preceding the week in which the Statutory Holiday occurs, divided by the number of days worked to establish the hours to be paid for the Statutory Holiday. In the case of a normal day's pay for New Year's Day, Christmas Day, and Boxing Day will be counted as time worked, on the basis of the hours that the Employee was paid for those Statutory Holidays.

The Company agrees that a casual Employee shall be paid as per the existing Canada Labour Code.

BC-B2.05 Four Days, Ten Hour Work Week Holiday Pay

Those Employees working under a long day, short week agreement will receive their normal day's pay if the holiday falls on their regular schedule day of work. If the holiday falls on a non-regular scheduled day of work, the Employee will receive their regular daily rate of pay.

BC-B2.06 Payments for Shift Starts

If an Employee's normal shift starts prior to twelve (12) midnight of the day before the declared holiday, he will be paid at his/her regular scheduled rate. Any Employee commencing work before twelve (12) midnight of the declared holiday will be paid at time and one half times (1 ½ X) for the day worked in addition to the holiday pay.

BC-B2.07 Day Off in Lieu

If a recognized holiday occurs during an Employee's vacation or on a regular day off, the Employee, at his/her option, shall receive a day off with pay or a regular day's pay. Should the Employee choose a day off it may be taken on the first (1st) working day preceding the holiday or the first (1st) working day following the holiday.

BC-B2.08 Proclaimed of New Statutory or New General Holiday

In the event a Statutory (General) holiday is proclaimed by either the Federal or Provincial Government, such holiday shall also be observed if not already listed in the above holidays.

BC-B2.09 Employee's Birthday Holiday

An employee must notify the Company in writing seven (7) calendar days in advance of his/her intent to take Employee's Birthday Holiday.

BC-B2.10 Birthday Day Off

- (a) Should an employee request to work his/her birthday and the Company is willing, then the rates of pay shall be as follows:

He/she would be allowed to work his/her birthday as a normal day and be provided with an additional day's pay in lieu of his/her birthday.

- (b) In the event that the Company requests that the employee work his/her birthday, and the employee is willing, then the rates of pay shall be as follows:

He/she would be allowed to work his/her birthday, as a normal day and be provided with an additional one and one-half day's pay in lieu of his/her birthday.

ARTICLE BC-B3 – VACATIONS

BC-B3.01 Posting of Seniority Lists for Vacation Purposes

No later than January 15th of each year, the Company will post on the bulletin board a list of the Employees in order of seniority using the Employee's last anniversary date of employment.

BC-B3.02 Vacation Selection

Each Employee in order of seniority will select his/her desired time for vacation. An Employee shall be required to select his/her vacation dates within a maximum of forty-eight (48) hours (excluding his/her regular days off). Any Employee failing to select his/her vacation date except for bona fide sickness or injury where the Company is unable to contact, then the Employee shall forfeit his/her seniority rights for vacation selection and will be required to wait until all other Employees within the Depot have selected their dates. Such selection of vacation dates is to be completed by March 31st of each year. Any Employee who wishes to change his/her vacation selection after March 31st will not be able to exercise his/her seniority rights on his/her revised selection, which shall require the Company's approval. For the purpose of this Article, the Depots in the Lower Mainland shall be considered individual Branches.

BC-B3.03 Percentage of Employees Allowed Off on Vacation

- (a) The Company shall permit at least twenty percent (20%) (Taken to the nearest one (1) of the Employees in each job category) to take their vacation in any single Branch at any one time unless otherwise locally arranged between the Company and the Shop Steward.
- (b)
 - (i) Employees shall be allowed to split their vacation entitlement, which must be declared prior to March 31st of each year. Seniority will apply to the entire vacation entitlement. Seniority will not apply to vacation requests received after March 31st, however, such requests will be allowed at the discretion of the Company on a first-come, first-serve basis.
 - (ii) Employees with more than three (3) years of service may split one (1) week of their vacation, per calendar year, into days. Employees wanting to book individual days shall have the right to do so, by seniority, in the period March 31st until April 15th. Any days not booked during that period, will be booked in accordance with BC-B3.03 (b) (i).
 - (iii) The Company shall post a notice confirming the selection of dates chosen by the Employees for their vacations. This notice shall be placed for all the Employees to see and shall remain there until all vacations have been taken. The above to be completed by 15th day of April of each year. Vacation to be calculated at the regular daily or regular weekly rate of pay.

BC-B3.04 Vacation Entitlement

Regular full-time Employees who have completed one (1) year as a regular full-time Employee, will receive two (2) weeks' vacation with eighty (80) hours pay at the rate they were receiving at their anniversary date or four percent (4%) of their annual gross earnings for the twelve (12) months immediately preceding their anniversary date, whichever is the greater.

BC-B3.05 Vacation Allotment Three (3) Years

Regular full-time Employees who have completed three (3) years as a regular full-time Employee, will receive three (3) weeks' vacation with one hundred and twenty (120) hours pay at the rate they were receiving at their anniversary date or six percent (6%) of their annual gross earnings for the twelve (12) months immediately preceding their anniversary date, whichever is the greater.

BC-B3.06 Vacation Allotment Five (5) Years

Regular full-time Employees who have completed five (5) years as a regular full-time Employee, will receive four (4) weeks' vacation with one hundred and sixty (160) hours pay at the rate they were receiving at their anniversary date or eight (8%) percent of their annual gross earnings for the twelve (12) months immediately preceding their anniversary date, whichever is the greater.

BC-B3.07 Vacation Allotments Twelve (12) Years

Regular full-time Employees who have completed twelve (12) years as regular full-time Employees will receive five (5) weeks' vacation with two hundred (200) hours pay at the rate they were receiving at their anniversary date or ten (10%) percent of their annual gross earnings for the twelve (12) months immediately preceding their anniversary date, whichever is the greater.

BC-B3.08 Vacation Allotment Twenty (20) Years

Regular full-time Employees who have completed twenty (20) years as regular full-time Employees will receive six (6) weeks' vacation with two hundred and forty (240) hours pay at the rate they were receiving at their anniversary date or twelve percent (12%) of their annual gross earnings for the twelve (12) months immediately preceding their anniversary date, whichever is the greater.

BC-B3.09 Vacation Pay at End of Employment

In the event that an Employee leaves the employ of the Company before the Employee is entitled to two (2), three (3), four (4), or five (5) weeks' of vacation, the Employee will receive four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%) respectively as set forth above as applicable based on length of service of the Employee's gross earnings for the anniversary year in which the Employee ends employment for which no vacation has been paid.

BC-B3.10 Year of Service

Fourteen hundred (1400) credited hours will constitute one (1) year of service but no Employee will be permitted to accumulate more than one (1) year of service or any additional fraction thereof in any single anniversary year.

BC-B3.11 Part-time Employees

Regular part-time employees will be compensated and entitled to vacations on a percentage basis of their annual earnings and in accordance with their years of service as per clauses BC-B3.04, BC-B3.05, BC-B3.06, BC-B3.07, BC-B3.08 and BC-B3.09.

BC-B3.12 Vacation Computation Request

The Company shall provide an Employee with a computation of vacation pay upon written request, once annually.

BC-B3.13 Hourly to Owner Operator Cash Out of Vacation Pay

An Owner Operator who has transferred from hourly status is eligible to cash out his/her vacation pay after sixty (60) days service as an Owner Operator, or upon signing, whichever comes first.

BC-B3.14 Vacation on Separate Cheque

Vacation pay shall be paid on a separate direct deposit when requested by the Employee giving two (2) weeks' notice in writing.

BC-B3.15 Vacation for Clerical Workers

The above clauses shall be amended to reflect seven and one half (7 ½) hour full days for clerical workers.

ARTICLE BC-B4 - PERSONAL LEAVE PAY

BC-B4.01 Fulltime Employees

Regular full-time employees who have been continuously employed by the Company for a period of at least one (1) year shall, upon each anniversary date of employment, have seven (7) days, fifty-six (56) straight time hours (52.5 hours for Customer Service Representatives) personal leave with pay placed in their personal leave bank. All unused personal leave will be paid out on the Employee's anniversary date subject to the following:

- (a) There shall be no cash withdrawal or payout (BC-B4.05) of personal leave for Employees who have not completed one (1) year of service with the Company.

BC-B4.02 Part-time Employees

Regular part-time Employees will be credited with personal leave based on hours worked for each anniversary year of employment multiplied by a factor of .0269

All unused personal leave will be paid out on the Employee's anniversary date subject to the following:

- (a) There shall be no cash withdrawal or payout (8.05) of personal leave for Employees who have not completed one (1) year of service with the Company.

BC-B4.03 Injury or Disability on the Job

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

BC-B4.04 Personal Leave Benefits

Personal leave benefits will be integrated with Workers' Compensation benefits, unemployment, sickness, and disability insurance benefits. Under no circumstances will any combination of personal leave benefits, Workers' Compensation, and/or unemployment sickness, disability insurance benefits and funeral leave benefits exceed an Employee's regular straight time daily or weekly rate of pay.

BC-B4.05 Personal Leave Payout

- (a) Dependent Contractor who has transferred from hourly status is eligible to cash out his/her personal leave entitlement after sixty (60) days activity as a Dependent contractor, or upon signing, whichever comes first, at the ratio of one hundred percent (100%) of the value of each personal leave day not previously utilized.
- (b) An employee who is permanently laid off or placed on retirement status may convert his/her personal leave bank into a cash settlement at the ratio of one hundred percent (100%) for each personal leave day not previously utilized.

ARTICLE BC-B5 - HEALTH AND WELFARE

BC-B5.01 Plan Overview

The Company shall provide a comprehensive Health and Welfare Plan to be fully paid by the Company. Attached hereto are brochures describing the various benefits forming the Health and Welfare Plan.

Provided all documents are submitted to the company, the company shall ensure that all claims are processed and submitted to the insurance carrier within ten (10) working days.

BC-B5.02 Employee Benefit Program

The Company agrees to provide all Employees with current details and information covering all Employee benefit programs for which Employees covered by this Agreement are entitled to participate.

BC-B5.03 Medical and Hospital Service Plan

The Company will provide the Medical and Hospital Services Plan for those eligible Employees who work a minimum of twenty (20) hours per week.

BC-B5.04 Long Term Disability

The Company will make available to eligible Employees a Long Term Disability Group Plan (Salary Continuance). Eligibility commences after fifteen (15) weeks. The plan provides a disability income based on seventy percent (70%) of average weekly earnings up to four hundred and fifty dollars (\$450) per week (for eighteen [18] months). The total disability period shall be a maximum of two (2) years calculated from the commencement of the short term disability claim.

BC-B5.05 Short Term Disability

Short Term Disability benefits commences on the first (1st) day of accident and the fourth (4th) day of sickness. Benefit is based on seventy percent (70%) of average weekly earnings up to four hundred and fifty dollars (\$450) per week for the first fifteen (15) weeks. An increase in the maximum payment will be automatic in accordance with E.I. Standards. The Company agrees that there will be no decrease in the current maximum benefit level during the term of this Agreement.

BC-B5.06 Dental Plan

The Company will provide for posted Employees who have been employed a minimum of sixty (60) days a dental plan for such eligible Employees and their eligible dependents. The effective date of the dental plan is the first (1st) day of the calendar month following ninety (90) days after the date the Employee was awarded the posting. The Company agrees that there will be no changes in current benefit levels or eligibility rules as a result of a change in insurance carrier(s).

BC-B5.07 Optical Benefit

Effective January 1, 2003: The Company will provide an optical benefits equivalent to three hundred and fifty dollars (\$350) every twenty-four (24) months for all Employees and eligible dependents.

BC-B5.08 Accident Insurance Plan

The Company will make available to eligible Employees and their dependents a Group Accident Insurance Plan for those Employees who voluntarily enrol in the Plan who continue to pay the required monthly premium.

BC-B5.09 Felonious Assault Insurance

The Company will provide Felonious Assault Insurance for all Employees on the payroll from the date of employment in the amount of twenty thousand (\$20,000) dollars.

BC-B5.10 Benefit Cheques Remitted Directly to Employees

The Company agrees that all benefit cheques that an eligible Employee is entitled to from the insurance carrier shall be sent directly to the eligible Employee from the insurance carrier and not through the Company.

BC-B5.11 Same Sex Recognition

The Company agrees to recognize same sex couples for the purpose of coverage through any negotiated benefit or clause.

BC-B5.12 Booklets

The Company shall within one hundred twenty (120) days of ratification produce a booklet that contains all needed forms relating to claiming on any of the insurances provided, as well as, an explanation of all pension and benefit packages.

BC-B5.13 Doctor's Note

Any Doctor's note required by the Company shall be paid in full by the Company via payroll. This reimbursement is non-taxable.

BC-B5.14 Drug/Alcohol Testing

There shall be no drug or alcohol testing of any Employees under this Collective Agreement, unless required by law or a separate agreement between the Union and the Company.

BC-B5.15 Benefit Booklets

The Company will provide benefit booklets and forms in electronic format.

ARTICLE BC-B6 - LEAVE OF ABSENCE**BC-B6.01 Bereavement Leave**

- (a) If a regular full-time or regular part-time Employee suffers a death in the immediate family such Employee, upon request, will be granted time off with pay not exceeding five (5) working days. If necessary, in case of members of the immediate family, funeral leave may be extended by an extra two (2) days. The extra two (2) days so granted are to be deducted from the Employee's sick leave bank. This provision does not apply if the death occurs during the Employee's paid vacation or while the Employee is on leave of absence or layoff.

Casual Employees must qualify as per the Canada Labour Code and shall be paid as per such.

- (b) For the purposes of this provision, the immediate family will be restricted to father, mother, brother, sister, spouse, and child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, stepmother/father, stepbrother/sister and legal foster parents, legal foster children and grandchildren, aunts/uncles, nieces/nephews, and any relative in the Employee's domicile.

BC-B6.02 Jury or Witness Duty

When regular full-time and regular part-time Employees scheduled to work a minimum of twenty (20) hours per week, are required to serve on a jury, judicial hearing, coroners' report or subpoenaed as witnesses, the Employee will be paid for the difference between the jury or court fees and the pay for work for the period for which they are required to serve on the jury. It is also understood that when Employees are appearing as a witness on Company business, they shall be paid at their regular rates of pay. If the Employee has volunteered for the above jury duty, judicial hearing, etc., then Article BC-B6.02 shall not apply and the Employee will not be paid for the time off taken to attend these meetings, etc.

BC-B6.03 Maternity/Paternity Leave

An Employee will be granted a leave of absence from employment for the purpose of Maternity, Paternity leave and Adoption Leave as per the parental benefits in the Employment Insurance Act.

BC-B6.04 Medical Leave of Absence

An Employee who is deemed to be medically unfit to perform their regularly assigned duties will be granted a medical leave of absence. Periodic medical reviews will be conducted in conjunction with Article BC-B9.

BC-B6.05 Other Leaves of Absence

- (a) If an Employee desires a leave of absence for reasons other than those referred to in this Agreement, proper justification must be submitted in writing to the Company as soon in advance as possible. The Company agrees that no legitimate or reasonable request will be denied providing such leave of absence does not interfere with business operations.
- (b) No leave of absence except as otherwise provided within this Agreement will be granted in excess of sixty (60) days exclusive of vacation.
- (c) Extended leaves of absence above and beyond the sixty (60) days as set out in Clause 11.05 (b) shall be granted only by mutual agreement by both the Company and the Union in writing.

BC-B6.06 Compassionate Care Leave

- (a) The Company shall provide, upon written request, a leave of absence of up to eight (8) weeks in accordance with the *Canada Labour Code* provisions related to Compassionate Care Leave to allow an employee to care for a gravely ill family member.
- (b) The Company recognizes that the requirements under the *Canada Labour Code* are restrictive in terms of medical documentation. Where an employee produces medical documentation of a serious illness of a family member that meets the proper criteria and is agreed to by both the Unit Chair and the company. The Company will grant a Compassionate Care Leave of up to eight (8) weeks to allow an employee to care for the family member.
- (c) Requests to extend Compassionate Care Leaves shall not be unreasonably denied.
- (d) At the employee's request, available sick time, vacation time and banked time may be taken to cover the duration of the Compassionate Care Leave.

- (e) Family member for the purposes of this article shall be as defined in the *Canada Labour Code* related to Compassionate Care Leave.

ARTICLE BC-B7– SENIORITY

BC-B7.01 Use of Seniority

- (a) The Company and the Union accept the principle of seniority in lay-offs and rehiring and agree that if Employees possess the required minimum qualifications and ability, then length of continuous service will govern.
- (b) If and when the Company opens up a new Depot then Employees that are presently employed will be given every opportunity to fill any vacancies in the new Depot before the Company hires new Employees. This shall be done in order of Branch seniority followed by Provincial seniority and by written request.
- (c) Employees covered by this Agreement will be allowed to exercise their seniority in the areas of job posting and reductions in the work force, provided they possess the required minimum qualifications.
- (d) It is agreed that the minimum qualifications committee will be struck as in the Letter of Understanding and in the case of bumping and posting the Employee will have a Trial period of ten (10) working days to confirm their ability for the requirements of the job.

In the event a person is found unsuitable for a new position within the ten (10) day trial period the following will apply:

Option # 1 - The person would return to their original position wherever possible.

Option # 2 - The person will exercise their seniority at the new location as per Article BC-B8.02 (d).

BC-B7.02 Seniority Lists

The Company will issue and post two seniority lists as follows:

Provincial Seniority List

Depot Seniority List

These lists will be renewed every three (3) months with copies to the Chief Steward or Steward at each Depot and Local 114 office.

BC-B7.03 Seniority Protests

Protests in regard to seniority status of an Employee must be submitted in writing to the Company and Union Representatives.

BC-B7.04 Casuals Report

The Company shall provide to the Union, a monthly report of all casuals showing Service Centre/Depot, date of hire, classification and number of hours worked during each pay period for the previous six (6) month period.

BC-B7.05 Loss of Seniority

An Employee shall lose his/her seniority in any of the following events:

- (a) is discharged for just cause or during the probationary period;
- (b) voluntarily leaves the employ of the Company;
- (c) fails to report for work after a lay-off within five (5) working days following the recall date of return to work and notification by registered mail;
- (d) fails to report for work for three (3) working days without notifying the Company, except for a bona fide emergency;
- (e) is promoted and remains outside the bargaining unit for forty-five (45) calendar days or longer;
- (f) has been on lay-off for a period of six (6) months or longer;
- (g) transfers to another district or terminal within the Company but outside the bargaining unit;
- (h) holds casual status, has not worked a shift in the previous six (6) months, has not been recalled, and has been offered and directly refused at least three (3) separate shifts during a four (4) consecutive month period.

BC-B7.06 No Loss in Seniority

There shall be no loss of seniority for Employees on medical leave of absence, illness, Workers' Compensation, except as may be mutually agreed upon in writing between the Company and the Union.

BC-B7.07 Lower Mainland Branch

For the purpose of this Article, it is understood that the area commonly referred to as the Lower Mainland further defined below shall be deemed to be one (1) Branch. Linehaul Drivers will be a separate Branch.

Lower Mainland shall mean all roads to the geographical area:

- (a) North - to and including Pemberton, B.C.
- (b) South - to the Canadian/United States borders
- (c) East - to and including Hope, B.C.
- (d) West - to the West Coast mainland to and including Earls Cove, BC.

BC-B7.08 Probationary Period

An Employee shall be on probation for a period of forty-five (45) calendar days from the date of hiring by the Company. It is understood that the Company may extend probation period from forty-five (45) to sixty (60) days with notice in writing to both the Steward and Employee. Such notice shall also indicate the reasons for such extension. When an Employee has completed his/her probationary period then his/her seniority date shall be established from the date of commencing work.

BC-B7.09 Probation Termination

If at any time during this period it can be shown that the probationer is unsuitable for employment, his/her employment may be terminated by the Company.

However, the Company shall be required to show that it acted reasonably in judging the probationer unsuitable for permanent employment with the Company.

BC-B7.10 Casual Trial Period

Newly hired casuals shall be subject to a probationary period of two hundred fifty-six (256) hours or six (6) months, whichever comes first. A casual who has completed this work period in a like classification and is awarded a regular full-time or part-time position as per BC-B9.01 (b) will not be required to serve a Probationary period as prescribed in Article BC-B7.08.

ARTICLE BC-B8 – LAYOFF / REDUCTIONS**BC-B8.01 Notice and Severance**

In the event of a lay-off, a regular full-time or regular part-time Employee will receive two (2) weeks' notice of such layoff, or two (2) weeks' pay in lieu thereof.

Severance Pay - Regular full-time and regular part-time Employees with one (1) year or more of service whose employment is terminated as a result of technological change, or Depot or Branch being closed down, shall receive two (2) weeks' pay for each year of service from date of his/her hiring, based on their rate of pay on the date of termination.

Severance Pay - Two (2) weeks' pay for every year of service (prorated) for any Hourly Employee permanently laid-off.

If the Employee accepts the severance pay, then he/she shall be deemed to be terminated.

Technological Change: The definition of technological change to include operational and organizational change. The provisions of the Canada Labour Code to apply.

BC-B8.02 Layoff and Bumping

The term Employee as used herein shall only apply to regular full-time Employees and regular part-time Employees.

- (a) When an Employee has his/her hours of work changed such Employee shall have the right to exercise his/her seniority as per Article BC-B8.02 (d).
- (b) Any Employee who is laid off or whose position is abolished shall have the right to exercise his/her seniority per Article BC-B8.02 (d).

Any Employee whose job is eliminated because the work is being transferred to a different location and there is a job posting as a result at the new location, the affected Employee will have the first opportunity at the new posting over any other applicant, provided the job functions are essentially the same at the new location and the Employee is qualified to perform any revised or new job functions.

The Employee relocating with the position is entitled to a minimum of three (3) days of paid orientation and a ten (10) working day trial period to confirm the Employee's ability for the requirements of the job.

In order to facilitate bumping and in order that an Employee exercising his/her right to bump makes an informed decision, the Company agrees to provide the Employee with a complete seniority list with up-to-date hours worked and posted hours. In the event the seniority list is incomplete or the hours are not up-to-date, the Employee will have the right to exercise his/her seniority again.

- (c) An Employee shall forfeit his/her seniority if he/she does not notify the Company officer in charge, in writing, of his/her 1st, 2nd and 3rd choice within five (5) working days from date of notice of displacement or abolition of his/her position, provided the employee has been fully provided with the required information unless agreed to otherwise in writing in order make an informed decision on bumping, otherwise the notice period shall start once the information has been provided. Each choice will be awarded in order of preference based on seniority.
- (d) Bumping to a full-time or part-time position is mandatory when there is a loss of hours or position(s) within a depot however severance options to be available if member can only bump to casual / part-time unassigned or another branch or depot.

An Employee who is affected by Article BC-B8.02 (a) or (b) must exercise his/her seniority to bump a junior Employee's posted position within the same Branch or elect to remain a casual within the same Depot or Branch. If no such position is available then the Employee may bump a junior Employee's posted position in another Branch within the hourly ranks.

BC-B8.03 Line Haul

- (a) In the event an hourly Linehaul Employee is laid off his/her regular posted run or bumped, said Employees shall have a first option to declare in writing to the Company, his/her desire to work casual work in his/her area. Such work shall in no way affect the said Employee's seniority date or his/her recall from lay-off except as provided by Article BC-B7.05.
- (b) An Hourly Linehaul driver who does not select this option must exercise his/her seniority within five (5) working days to a junior hourly Employee within the Linehaul Branch or may exercise their rights as per BC-B8.02 above.
- (c) An Employee who fails to declare or exercise his/her seniority within the five (5) working days shall forfeit his/her seniority and their name shall be removed from the seniority list.

BC-B8.04 Returning Employees

An Employee returning from vacation or leave of absence (including illness, injury, Workers' Compensation, maternity leave) shall resume his/her position at his/her former Depot. Should this position be altered as outlined in Article BC-B8.02, then the rules outlined in Article BC-B8.02 shall apply.

BC-B8.05 Employee Recall List

A regular full-time or part-time Employee who is laid off for lack of work may, at his/her option, have his/her name placed first on the casual call-in list. Such declaration shall be made in writing within five (5) calendar days of actual lay-off. Regular full-time or regular part-time Employees who elect to protect casual work shall maintain and accumulate seniority and benefits. Benefits will consist of continuous Health and Welfare items, i.e.

Provincial Medical and Dental for a maximum period of sixty (60) days following the month of lay-off.

BC-B8.06 Recall

When adding to the workforce of Employees covered by this Agreement, any Employees previously laid off, will be recalled on the basis of the Employee possessing the required minimum qualifications and ability to perform the job and seniority.

BC-B8.07 Notification of Recall

The Company will notify such Employees by registered mail at their last known address. If such Employees fail to report within five (5) days after notification, the standing as an Employee of any such person failing to report within five (5) days will be forfeited.

ARTICLE BC-B9 – JOB POSTINGS**BC-B9.01 Job Posting and Selection Procedure**

- (a) When a regular full-time or regular part-time Employee vacancy occurs in the operation of a particular Depot or Branch, that vacancy will be posted, per the prescribed posting form in Appendix “B”, Province wide and accessible to all Employees for four (4) working days, from Monday to Thursday and will be open for four (4) consecutive working days, starting on the first (1st) working day of the week.

All postings shall list the classification, job title(s), hours and wages.

The posting must state if the vacancy is subject to any outstanding termination grievance.

Where the Company does not have a permanent facility, the Employee shall be sent such job postings through the Company mail wherever possible. Employees desiring to apply for this vacancy must do so in writing.

- (b) The selection will be on the following basis:

1. Senior Employee or Owner Operator in the Province who applies in writing;
2. Company’s option to fill.

Successful applicants must meet the minimum qualifications as established by the Company. Any successful applicant who is crossing classifications may be required to pass a medical examination. Medical examinations will only be requested, at the reasonable discretion of the Human Resources Manager.

It is understood that the successful applicant will be required to accept any awarded position except as follows:

Successful applicants from a different Branch will have twenty-four (24) hours to accept or decline the award from the time the Company notifies them. Persons who for bona fide reasons cannot fill the new position may only decline with the agreement of the Company and the Local Union.

The Employer will make every reasonable effort to ensure that posting awards are implemented within:

1. ten (10) working days of the closing of the posting if the applicant is from the same Branch; or,

2. thirty (30) working days of the closing of the posting if the applicant is from a different Branch.

The successful applicant shall make every reasonable effort to occupy the new position within the time frames outlined above. Failure on the part of the Employee to comply with this provision will require the Employee forfeit the position.

- (c) The Company shall, at the time of posting and awarding, number such and provide the Chief Steward and Local Union with a copy of all posted vacancies.
- (d) It is understood that when a vacancy occurs in the work force and there are Employees on layoff who possess the minimum qualifications the procedure is as follows:
 1. post the vacancy as per the posting procedure;
 2. eventually a vacancy or opening will exist for the senior person on layoff, with the minimum qualifications to be recalled into the position;
 3. if there is no one qualified, the job may be filled by an outside hire;
 4. recall is by Depot, Branch, Province;
 5. an Employee refusing a recall in their classification at their Depot or Branch is deemed to have quit.

BC-B9.02 Reposting Part-time Positions

Any part-time position of four (4) hours or more that is increased in scheduled work hours in any amount in excess of the original job posting will be subject to the job posting procedure, for the purposes of job bidding.

BC-B9.03 Notification of Successful Bidder

The Local Union office, Chief Steward and the successful applicant who has been awarded the posted vacancy/new position will all receive a letter stating such awarding. See Appendix "B".

BC-B9.04 Posting Rules

Employees who bid and are awarded a position shall not be allowed to bid on another job position for a period of two (2) months, except in a forced situation, then the two (2) month provision will not apply.

BC-B9.05 Posting Awards

The Employer will make every reasonable effort to ensure that postings awarded shall be occupied by the successful applicant within ten (10) working days. (Unless the successful applicant is on a temporary vacancy)

BC-B9.06 Driving Postings

- (a) Posting for a new non driving position would only apply to the filling of the original vacancy and the next vacancy thus created. The resulting third (3rd) vacancy may be filled by the Company.
- (b) When a newly created driving position occurs in the operation of a particular Branch, then said position shall be posted as Hourly or Dependent Contractor, at the Company's option, for five (5) calendar days.

- (c) Should it be posted as a Dependent Contractor position then bidding on said position shall come under and comply with the provisions as provided under Schedule "A" Fees Article 1(b) of the Dependent Contractor Business Agreement.
- (d) In the event no Dependent Contractor or Hourly Employee applies, then the Company may hire from outside.
- (e) Article BC-B9.01 (a) will not apply to Article BC-B9.06 (b).
- (f) Should an Hourly paid Employee secure a Dependent Contractor route, then the Hourly vacated route shall follow the procedure as set out in BC-B9.01 (a).
- (g) It is further understood that that the Company's position is that all hourly rated Driver positions shall be flexible, in accordance with the operational needs of the Company and the service levels to our customers. It is also understood that seniority will be respected in the application of this clause.

BC-B9.07 Pre-Apply Postings

Employees going on vacation or leave of absence may pre apply for any position in the event they are posted while the Employee(s) is absent. If the position pre-applied for has had hours reduced or changed during absence, then such Employee(s) may invoke Article BC-B8.02 (e). Refer to Appendix for the pre-application form.

BC-B9.08 Casuals

1. Final Seniority will be established once a casual has worked two hundred and fifty-six (256) hours:

Casuals will accrue a seniority date based on their hire date, but may still be let go prior to completing two hundred and fifty-six (256) hours or six (6) months, probation whichever comes first.
2. The accrual of seniority will be for the purposes of establishing the casual's right of first refusal to regular positions and daily call in or scheduled work that become available, provided the casual Employee has the required minimum qualifications in that classification.
3. Casuals will be available to the Owner Operators. The use of a casual must first be approved by his/her Supervisor, and the expenses regarding the use of the casual will be borne by the Owner Operator.
4. (Once a casual has completed two hundred fifty-six (256) hours of work the Company shall reimburse the casual the price of safety footwear as per Article BC2.05.
5. Casuals (and casual office clerks) shall be required to come under and conform with the provisions of Article 1.04, 1.15 and 1.06.
6. All casuals are required to be available for on call and scheduled work when needed, casuals who regularly make themselves unavailable will be subject to the disciplinary procedure.

BC-B9.09 Casual and Part-time Work

- (a) Casuals shall be employed to relieve in work that cannot be made part of an existing position. However, part-time Employees shall be given every opportunity for first refusal.

Without limiting the foregoing, the Company may call casual Employees to perform the following work, providing no Employees are available for said work:

1. Vacation relief;
 2. Sick leave relief (WCB, Weekly Indemnity);
 3. Leave of Absence (Education, Maternity, Compassionate);
 4. Work that cannot be made part of an existing position.
- (b) Except as providing in Article BC-B9.09 (a), work shall be posted and awarded as a regular part-time or full-time position when any of the following applies:
1. the work has, after the fact, resulted in an average of twenty (20) hours per week for the previous forty-five (45) calendar days, or
 2. the work will involve a minimum of twenty (20) hours per week on a continuing basis for the next forty-five (45) calendar days.
- (c) In the event a casual is working for an Employee who is on WCB, Weekly Indemnity or medical leave and who will not be returning to his/her employment, then said work shall be posted as per Article BC-B9.01 (a). After this procedure has been completed, the Company then may use their option.

BC-B9.10 No Transfers

Transfers shall not be permitted

BC-B9.11 Temporary Vacancies

A Temporary Vacancy is defined as a vacancy expected to be in excess of ten (10) working days as follows:

- (a) WCB, illness or disability expected to be in excess of ten (10) working days
- (b) Approved leaves of absence in excess of ten (10) working days
- (c) Maternity or Paternity Leave
- (d) Vacation (this does not preclude posting a temporary vacation relief position for up to four (4) months in duration)

Temporary Vacancies will be posted first in the Depot and then the Branch in which they occur, if the work is needed. Temporary vacancies lasting in excess of three (3) months shall be re-posted every three (3) months. Temporary vacancies will be posted in the Depot or Branch as soon as the Company is aware the vacancy will exceed ten (10) working days. The temporary vacancy posting will be for three (3) days in the Depot or Branch. The successful applicant will be assigned no later than the fifth (5th) day.

BC-B9.12 Selection Procedure for Temporary Vacancies

(a) The basis for selection in the temporary vacancy is in the following order:

1. the senior Employee in the Depot
2. the senior Employee in the Branch

The resultant vacancy will be filled by the senior Employee, who applied in the Depot. The third (3rd) and subsequent vacancy will be filled at the Company's discretion.

- (b) Employees filling the temporary vacancies must complete the temporary vacancy before returning to their original position, or before accepting a further temporary vacancy, unless mutually agreed by the Branch Manager or Designate, the Employee and shop steward.
- (c) Employees filling a temporary vacancy may apply for a regular position at any time of the temporary vacancy.
- (d) It is understandable that the Employee will be required to perform the requirements of the job after a reasonable period of time.

BC-B9.13 Maximization of Hours

While the Company is entitled to post shifts of various lengths as provided for in this Collective Agreement, the Company first will post a maximum number of eight (8) hour shifts when and where possible.

The Company and the Union Designates at a Depot shall meet monthly to review all hours and to determine future postings or existing postings.

The Company must also maximize shifts of less than eight (8) hours in length by combining all available hours to build shifts as close to eight (8) hours as possible. This shall include casual hours.

ARTICLE BC-B10 - MEDICAL EXAMINATIONS**BC-B10.01 Return to Work Process**

The parties recognize the importance of providing Employees every reasonable opportunity to return to work at the earliest possible date from absence due to illness or injury. The parties also agree that early intervention is a necessary ingredient in a successful rehabilitation program. Should an Employee request, or should the Company offer, a modified work program or a light duties program or a medical accommodation due to disability, or where an Employee is returning to work from an absence due to injury or illness the Company may require a medical report verifying the medical condition, suitability for work, prognosis and/or the limitations of the Employee.

In applying this Article, it is the expectation of the parties that the Employee will:

- (a) seek medical attention immediately after sustaining an injury or illness which may prevent the Employee from attending at work (the Employee has the right to see his/her personal physician if available);

- (b) authorize the attending physician to immediately release to the Company whatever information relating to the injury or illness is necessary to allow the Company to make modified work or light duties available (such information to be released only to the Company Representative(s) responsible for disability management);
- (c) co-operate with the Company's return to work program, subject to WCB guidelines.

In applying this Article, the Company agrees that a medical report will only be sought from a Physician unless approval is granted by either the Employee or the Employee's attending Physician.

BC-B10.02 Medical Examination

In the absence of a medical report from the Employee's Doctor or at the reasonable discretion of the Company's Human Resources Department the Company may require an independent medical assessment be performed by a Physician to verify or provide the required medical assessment in Article BC-B10.01.

BC-B10.03 Company Requested Examinations

Any reports or medical assessments required by the Company under Article BC-B10.02 will be paid for by the Company.

BC-B10.04 Medical Examination Conditions

When a medical examination is required, in accordance with Article BC-B10.02, the following conditions shall apply:

- (a) If an Employee takes a medical examination during his normal working hours, he or she shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination and shall have all travel costs covered by the Company.
- (b) In addition to the above procedure on medical examinations, the Company agrees that where any Employee who drives a motor vehicle in the course of employment coming under Sections 1 to 5 of the Motor Vehicle Classification Licenses, is required by any agency, insurance or other appropriate agency, to take a medical examination to verify his/her right to drive such motor vehicles coming under the aforesaid Sections 1 to 5 to operate a vehicle equipped with air brakes, the Company hereunder shall, where same is not paid for by any part of the Welfare Plan under which the Employee is covered, pay for such medical examinations.

BC-B10.05 Procedure When Employee is Ruled Unfit

If following a medical examination in accordance with BC-B10.02 any Employee is deemed incapable of carrying out his/her regularly assigned duties, the following procedures shall be followed:

- (a) The Parties will make every effort possible to locate a suitable position for an Employee deemed physically incapable of performing his/her regularly assigned duties. Should an Employee be reclassified as a result, he/she will be paid at the then existing rate of his/her new classification. All exceptions to the seniority provisions of the Collective Agreement must be mutually agreed to by the parties. An Employee placed on a job because of a disability will have their status reviewed at least annually jointly by both parties. For the purposes of Article BC-B10.05 (a), the parties shall be the Local President, National Representative, or Designate and the Manager, Human Resources, District Manager or Designate.

- (b) In the event that no position can be identified to accommodate the Employee, he/she will be placed on a medical leave of absence without pay. The Company agrees that an Employee who cannot be accommodated shall have the right at the Employee's option to pursue severance pay pursuant to Article BC-B8.01 of the Collective Agreement.
- (c) When an Employee is cleared medically for light duty, and there is nothing suitable for the Employee, the Employee will be entitled to remain on Weekly Indemnity, as per the time limits of the benefits contract.

Additionally, when an Employee tries light duty and it is deemed unsuitable, he/she may return to the Weekly Indemnity with no impact on the plan.

BC-B10.06 Medical Clearance for WCB Claim

If the medical clearance pertains to an Employee in a WCB claim, the prevailing Board policy and practice on vocational rehabilitation shall govern. If the rehabilitation program is unsuccessful or gives rise to any dispute the appeal procedure under the Workers' Compensation Act will prevail.

BC-B10.07 Medical Exam for Highway Owner Operator

The Company shall provide every Highway Driver (Linehaul) with a medical once per calendar year which at the option of the Employee may be conducted by his/her own personal Licensed Medical Practitioner.

BC-B10.08 Medical Records Confidentiality

All personal medical information required or provided pursuant to this Article shall be treated by the Company in strictest confidence. Any insurance carrier or other third party shall be required by the Company to maintain the same standard of confidentiality.

ARTICLE BC-B11 – TRAINING

BC-B11.01 Paid Training

The Company may, from time to time, provide Employees with a training program outside scheduled hours. On such occasion, attendance is compulsory (in other words, as if scheduled). The Company will provide two (2) weeks' notice. Any training hours or mandatory meetings that cause the Employee's hours of work to exceed eight (8) hours in a day or forty (40) hours in a week, he/she will be paid at one and a half (1 ½) times the Employee's regular hourly rate of pay. However, training on an Employee's day off shall be avoided. In the event training sessions or meetings are required on a day off, the Employee shall be paid no less than four (4) hours.

BC-B11.02 Introduction of New Equipment

In the event the Company proposes the introduction of equipment in its operations requiring specialized training, the Company agrees to give first opportunity to Employees then on the payroll by seniority and in the classification to operate the equipment and/or train to operate the equipment provided the Employee qualifies with the requirements. Training required by the Company shall be paid for by the Company.

Recognizing that the more Employees trained for various jobs at each Depot is beneficial to both the Company and the Employees, the Company agrees to provide training

opportunities, as the work allows on the basis of seniority for Employees who express interest in being trained for certain jobs.

The Union agrees to the principle that employees will be provided two (2) opportunities to pass an applicable test after sufficient training in the same area to be successful, however, before a prohibition applies, the Company shall reach a mutual agreement with the Union on how to handle the situation.

BC-B11.03 Paid Defensive Driving Course

- (a) As required by the Company, the Company shall pay tuition fees for an accredited defensive driving course and/or industrial first aid course taken and successfully completed by the Employee.
- (b) Should the Employee leave the employ of the Company within ninety (90) days of completion of the course, the Company shall recover the tuition fees from the Employee.

ARTICLE BC-B12 - CLASSIFICATION AND WAGES

BC-B12.01 Full and Regular Part time Hourly Employees

Regular Full-Time Hourly Employees - Any posted Hourly Employees regularly scheduled to work forty (40) hours per week at eight (8) hours of work on each day of their regularly work period or Employees who work ten (10) hours per day for a short week schedule, forty (40) hours per week, and who are available, shall be considered full-time Hourly Employees and will be paid forty (40) hours at the basic rate established for their respective classification.

BC-B12.02 Guaranteed Hours

Regular Part-Time Hourly Employees: Scheduled posted Part-Time hourly Employees shall be guaranteed a minimum of twenty (20) hours per week or a minimum of four (4) hours per day.

April 1 2017	0 to 12 Months	13 to 24 Months	25 to 36 Months	37 to 48 Months	49 to 60 Months	Top rate
Customer Service Representative	\$14.86	\$15.81	\$16.77	\$17.73	\$18.69	\$19.64
Clerk (non customer-servicing roles)	\$14.86	\$15.81	\$16.77	\$17.73	\$18.69	\$19.64
Small Depot Clerk*	\$15.71	\$16.73	\$17.74	\$18.76	\$19.77	\$20.78
Int'l Service Clerk	\$17.47	\$18.61	\$19.74	\$20.87	\$22.00	\$23.14
Yard Shunter	\$18.28	\$19.49	\$20.72	\$21.93	\$23.15	\$24.37
Customer Counter Specialist/Warehouseperson	\$16.97	\$18.11	\$19.24	\$20.37	\$21.50	\$22.64
Warehouse Person	\$16.97	\$18.11	\$19.24	\$20.37	\$21.50	\$22.64
Regular Driver	\$18.28	\$19.49	\$20.72	\$21.93	\$23.15	\$24.37
Regular Relief Driver	\$18.73	\$19.97	\$21.23	\$22.47	\$23.72	\$24.97
Regular Highway Driver	\$19.03	\$20.30	\$21.57	\$22.84	\$24.10	\$25.38
Unit Chairperson						\$29.96

April 1 2018	0 to 12 Months	13 to 24 Months	25 to 36 Months	37 to 48 Months	49 to 60 Months	Top rate
Customer Service Representative	\$15.31	\$16.28	\$17.27	\$18.26	\$19.25	\$20.24
Clerk (non customer-servicing roles)	\$15.31	\$16.28	\$17.27	\$18.26	\$19.25	\$20.24
Small Depot Clerk*	\$16.18	\$17.23	\$18.27	\$19.32	\$20.36	\$21.41
Int'l Service Clerk	\$17.99	\$19.17	\$20.33	\$21.50	\$22.66	\$23.83
Yard Shunter	\$18.83	\$20.08	\$21.34	\$22.59	\$23.85	\$25.10
Customer Counter Specialist/Warehouseperson	\$17.48	\$18.65	\$19.82	\$20.98	\$22.15	\$23.31
Warehouse Person	\$17.48	\$18.65	\$19.82	\$20.98	\$22.15	\$23.31
Regular Driver	\$18.83	\$20.08	\$21.34	\$22.59	\$23.85	\$25.10
Regular Relief Driver	\$19.29	\$20.57	\$21.86	\$23.14	\$24.43	\$25.72
Regular Highway Driver	\$19.60	\$20.91	\$22.22	\$23.53	\$24.82	\$26.14
Unit Chairperson						\$30.86

April 1 2019	0 to 12 Months	13 to 24 Months	25 to 36 Months	37 to 48 Months	49 to 60 Months	Top rate
Customer Service Representative	\$15.69	\$16.70	\$17.70	\$18.72	\$19.73	\$20.74
Clerk (non customer-servicing roles)	\$15.69	\$16.70	\$17.70	\$18.72	\$19.73	\$20.74
Small Depot Clerk*	\$16.58	\$17.66	\$18.73	\$19.80	\$20.87	\$21.95
Int'l Service Clerk	\$18.44	\$19.65	\$20.84	\$22.04	\$23.23	\$24.43
Yard Shunter	\$19.30	\$20.58	\$21.87	\$23.16	\$24.45	\$25.73
Customer Counter Specialist/Warehouseperson	\$17.92	\$19.12	\$20.32	\$21.51	\$22.70	\$23.89
Warehouse Person	\$17.92	\$19.12	\$20.32	\$21.51	\$22.70	\$23.89
Regular Driver	\$19.30	\$20.58	\$21.87	\$23.16	\$24.45	\$25.73
Regular Relief Driver	\$19.77	\$21.08	\$22.41	\$23.72	\$25.04	\$26.36
Regular Highway Driver	\$20.09	\$21.43	\$22.78	\$24.12	\$25.44	\$26.79
Unit Chairperson						\$31.63

April 1 2020	0 to 12 Months	13 to 24 Months	25 to 36 Months	37 to 48 Months	49 to 60 Months	Top rate
Customer Service Representative	\$16.08	\$17.12	\$18.14	\$19.19	\$20.22	\$21.26
Clerk (non customer-servicing roles)	\$16.08	\$17.12	\$18.14	\$19.19	\$20.22	\$21.26
Small Depot Clerk*	\$16.99	\$18.10	\$19.20	\$20.30	\$21.39	\$22.50
Int'l Service Clerk	\$18.90	\$20.14	\$21.36	\$22.59	\$23.81	\$25.04
Yard Shunter	\$19.78	\$21.10	\$22.42	\$23.74	\$25.06	\$26.37
Customer Counter Specialist/Warehouseperson	\$18.37	\$19.60	\$20.83	\$22.05	\$23.27	\$24.49
Warehouse Person	\$18.37	\$19.60	\$20.83	\$22.05	\$23.27	\$24.49
Regular Driver	\$19.78	\$21.10	\$22.42	\$23.74	\$25.06	\$26.37
Regular Relief Driver	\$20.26	\$21.61	\$22.97	\$24.31	\$25.67	\$27.02
Regular Highway Driver	\$20.59	\$21.97	\$23.35	\$24.71	\$26.09	\$27.46
Unit Chairperson						\$32.42

**** Small Depot Clerk is applicable only to the following specific locations:**

Prince Rupert	Fort St. John	Terrace
Dawson Creek	Vernon	Penticton
Castlegar	Cranbrook	Duncan
Courtney	Salmon Arm	

- (a) It is agreed that in addition to clerks hourly rate, a per waybill of one-half ($\frac{1}{2}$) cent will be paid for all completed waybills processed on a daily basis by each individual clerk performing the data entry function. The per waybill rate is paid only for actual waybills processed and does not apply to overtime, statutory holidays, vacations, sick days or other like pay.
- (b) Regular Relief Driver rate shall be set at fifty (.50) cents per hour higher than the highest rated Regular Driver.
- (c) Lead Hand rate shall be set at seventy-five (.75) cents per hour above the regular rated person.
- (d) The Dangerous Goods Warehouseperson rate is applicable to employees who prepare dangerous goods for transport. These DG specialists will receive appropriate training. This rate shall be set at thirty-five cents (\$0.35) per hour above the regular-rated warehouseperson rate for time spent preparing dangerous goods, with a two (2) hour minimum.
- (e) Clerical rates are based on an Employee working seven and a half ($7\frac{1}{2}$) hours per day, thirty seven and one half ($37\frac{1}{2}$) hours per week.
- (f) It is understood that all clerks will retain their current job responsibilities and when jobs are posted they will be posted with the following specific titles: Clerk (basic), Billing Clerk, Reception/Switchboard, Clerk Typist, General Clerk (Utility), Senior Billing Clerk, Phone Clerk, Collection Clerk, Tracing Clerk, Route Data Entry Clerk, and Senior Admin Clerk.
- (g) An Hourly paid Employee who holds a Class 3 license and is required to have such license for his/her route will be paid a premium of twenty-five (.25) cents per hour on all hours worked within the drivers same classification. This premium does not apply to those Employees compensated on a mileage rate basis, or who are Hourly paid Highway drivers or Linehaul drivers.
- (h) Linehaul Hourly - The principle of five (5) years is agreed to on the condition that the understanding is the starting rate of a Linehaul Hourly Employee is based on five (5) years' experience.

BC-B12.03 Night Shift Premium

Employees paid on an hourly wage rate basis will be paid ninety (\$0.90) cents per hour premium as listed below on all hours worked between midnight and 6:00 a.m. This premium is excluded from any overtime computation. This premium does not apply to those Employees compensated on a mileage rate basis.

BC-B12.04 Vehicle Classification and Mileage Rate Schedule

- (a) Drivers on courier or freight runs operating one hundred and fifty (150) miles in one direction from their home base or runs compiling a total of three hundred (300) miles per day with a maximum of pick-up and delivery time not exceeding one and a half (1 ½) hours per day, will be compensated in accordance with the following Vehicle Classification and Mileage rate schedule.
- (b) Vehicle Classification - G.V.W. (1 mile = 1.6093 km)

Over	Not Over	Mileage Rate			
		4/1/2017	4/1/2018	4/1/2019	4/1/2020
5,000	17,000 lbs	\$0.4477	\$0.4611	\$0.4726	\$0.4844
17,000	24,000 lbs	\$0.5884	\$0.6061	\$0.6213	\$0.6368
24,000	60,000 lbs	\$0.6513	\$0.6708	\$0.6876	\$0.7048
60,000	80,000 lbs	\$0.6846	\$0.7051	\$0.7227	\$0.7408
Train rate		\$0.6979	\$0.7188	\$0.7368	\$0.7552

BC-B12.05 Other Payments

- (a) Highway Relief Driver classification to be paid applicable rate for work performed. Highway Relief Driver has no guarantee of hours or miles however will receive part-time status for the purposes of seniority and benefits.
- (b) Employees scheduled on out-of-town routes and who work split shifts of more than two (2) hours and who cannot return to the Depot, shall be paid seven dollars (\$7.00) per hour to a maximum of eight (8) hours in any one twenty-four (24) hour period.
- (c) On out-of-town routes requiring a layover period between the hours of 21:00 hours and 06:00 hours and extending beyond three (3) hours including the lunch period, the Company will provide suitable lodging. During the period of layover, the Employee is relieved of all responsibility for the vehicle and cargo and is free to come and go as he/she desires. The Employee is in no way regarded to be on duty or working shifts during such layover.
- (d) When an Employee meets with personal injury while on duty which prevents him from completing his/her shift, trip or tour, the Employee will be compensated for the full shift of that day and emergency hospital fees, if any.
- (e) The Company will provide appropriate transportation home, if required, to an Employee who is injured or becomes ill while away from his/her home terminal.
- (f) Driving of a tractor without trailer shall be paid for on the same basis as driving tractor-trailer.

BC-B12.06 Payroll

- (a) All Employees will be paid by direct deposit.
- (b) If an error occurs in the payroll computation of an Employee's pay cheque and the amount is equal to one (1) day's pay (8 hours or 7 ½ hours) or normal daily hours or more, he/she shall be entitled, on request, to receive same as soon as practical but not later than three (3) working days after the error was reported, and if the Employee is overpaid then he/she shall return said cheque or the overpaid amount within three (3) working days.

BC-B12.07 New Issues

Where new categories of employment for which rates of pay are not established by this Agreement are put into use, rates governing such categories of employment shall be subject to negotiations between the parties. The rate established shall be retroactive to the date of implementation.

Should the parties not be able to reach an Agreement, it is understood that the parties will defer the decision to an Arbitrator in accordance with Article 4.

BC-B12.08 Negotiations

The Company agrees that all future meetings concerning contract negotiations shall be conducted during the regular working hours and the Employees shall not suffer any loss of pay as a result of such meetings.

BC-B12.09 Time Clock

It is against Company policy for an Hourly Employee to punch in earlier than six (6) minutes before an Employee's start time and no later than six (6) minutes after the Employee's end time unless authorized by Management.

ARTICLE BC-B13 - MAINTENANCE OF EQUIPMENT**BC-B13.01 Unsafe Operating Conditions**

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.

BC-B13.02 No Requirement to Operate Unsafe Vehicles or Equipment

The Company will not require Employees to operate equipment on public streets or thoroughfares that is not in compliance with the appropriate provisions of the law dealing with safety requirements on mobile equipment (i.e. brakes, steering, signal lights or other lighting equipment).

The Company shall not dismiss, suspend, lay off or demote an Employee, impose a financial or other penalty on an Employee, or refuse to pay an Employee remuneration in respect of any period that the Employee would, but for the exercise of the Employee's rights under Part 2 of the Canada Labour Code (C.L.C.), have worked, or take any disciplinary action against or threaten to take any such action against an Employee because the Employee:

- (a) has testified or is about to testify in any proceeding taken or an inquiry held under Part 2 of the C.L.C;

- (b) has provided information to a person engaged in the performance of duties under Part 2 of the C.L.C regarding the conditions of work affecting the health or safety of the Employee or of any other Employee of the employer; or
- (c) has acted in accordance with Part 2 of the C.L.C or has sought the enforcement of any of the provisions of Part 2 of the C.L.C.

An Employer may, after all the investigations and appeals have been exhausted by the Employee who has exercised rights under sections 128 and 129, Part 2 of the C.L.C, take disciplinary action against the Employee who the Employer can demonstrate has wilfully abused those rights.

BC-B13.03 Reporting of Vehicles and Equipment Malfunctions and Defects

It shall be the duty of the Employee to report in writing on the appropriate forms of the Company promptly but not later than the end of their shift, trip or tour, all safety and/or mechanical defects that they have noticed on the equipment which they have operated during that shift, trip or tour. One copy of the aforesaid report is to remain in the equipment, one (1) copy with the Employee, one (1) copy to the Supervisor and one (1) copy to the maintenance shop.

BC-B13.04 Company Responsibilities

It shall be the obligation of the Company to direct the repair, as necessary, to conform with the safe and efficient operation of that equipment. In the event the repairs cannot be effected immediately, the equipment will be correctly identified and kept out of service until repaired.

BC-B13.05 Line Haul Adequate Vision

In order to provide adequate vision front and rear, Linehaul trucks and tractors will be equipped with heater, heated defrosters and heated mirrors. Said mirrors to be of a size not less than six inches by twelve inches (6" x 12") or the equivalent.

BC-B13.06 Line Haul Chains and Pin Hooks

All Linehaul power shall have chains and pin hooks plus a compartment for storing tools in a safe location on that equipment.

BC-B13.07 Clean Equipment

The Company will use due diligence in seeing that equipment is kept clean and the Employees will likewise do their share towards achieving cleanliness of the equipment.

BC-B13.08 Window Cleaning Supplies

Window cleaning material (i.e. cleaner, paper towels, etc) shall be provided upon request to each Line Driver.

BC-B13.09 Plug Ins

Automobile plug-ins wherever installed shall be available for all Employees outside the Lower Mainland and Vancouver Island.

BC-B13.10 Company Maintain Scanners and Equipment

All Company provided communications; scanning or other equipment shall be maintained by the Company.

ARTICLE BC-B14 - GENERAL - HIGHWAY DRIVERS

BC-B14.01 Job Posting Provisions

- (a) The Company and the Highway Drivers accept the principle of seniority on lay-offs and rehiring, and agree that if Employees possess the required qualifications and ability, then length of service will govern, in the Linehaul Branch.
- (b) In the event a new additional Linehaul route is established the Linehaul Owner Operator shall be given first preference on the job posting except in the application of 1.26(a) where the incumbent Employee shall have first preference.
- (c) Notice of vacancies for Highway Drivers will be posted in all Branches.

BC-B14.02 Lay Over

Suitable accommodation for lay over will be supplied and paid for by the Company.

BC-B14.03 Regular Hourly Rate All Duties

Highway Drivers will be paid their regular hourly rate while performing any duty other than driving.

BC-B14.04 Data on Pay Cheque

All payroll data for Highway Drivers to be provided with pay cheque.

BC-B14.05 Lockers

- (a) Highway Drivers will be supplied with individual lockers at their terminals home and away from home.
- (b) The Company shall, wherever possible, provide at each of its terminals one permanent parking space on Company premises for each Line Driver working out of that terminal.

BC-B14.06 Highway Driver Dispatch Time

Highway Drivers dispatch time will be set by the Company at least seven (7) days prior to dispatch.

BC-B14.07 Highway Driver Breaks

Highway Drivers shall be permitted to take a one (1) hour meal break during their shift, trip, or tour.

BC-B14.08 Sick Leave

Highway Drivers will receive their regular day's pay on all calculation for sick leave. One day's regular pay for sick leave = regular earning of previous four (4) weeks divided by weeks divided by five (5) days. Where mutually agreed upon in writing by the local Company Officer and Shop Steward of the Union, the following formula may be used- One day's regular pay for sick leave = Regular earnings of the previous month divided by actual number of days worked.

BC-B14.09 Highway Driver Loading and Unloading

Should Highway Drivers wish to assist in the loading sequence they may do so, however, at Regent Street Highway Drivers may only direct the loading.

BC-B14.10 Highway Driver Uniforms

The Company will supply each Highway Driver with five (5) summer shirts, five (5) winter shirts, one (1) summer jacket, five (5) uniform slacks and one (1) winter coat.

BC-B14.11 Highway Driver Cab Partitions

Cab partitions for Highway Drivers' vans where required (canvas used to separate cab of van from freight space).

BC-B14.12 Highway Driver Radiator Covers

Radiator covers for all highway vehicles shall be provided where necessary (Interior/Northern Vancouver Island).

BC-B14.13 Changes to Existing Line Haul

Any minor changes to existing Linehaul runs (i.e. shortening, extending of hours of work, etc.) will not open said run for bidding. In the event of major changes to an existing run, the Highway Driver currently on said run shall have first refusal if the run is put up for bid.

BC-B14.14 Highway Driver Statutory Pay

When a Statutory Holiday falls on a Highway Drivers regular day off, the rate of pay for such Statutory Holidays shall be at the Highway Driver's regular daily rate of pay. Highway Drivers working under a long day/short work week agreement shall receive the Highway Drivers regular daily rate of pay for such Statutory Holidays that fall on their regular days off.

BC-B14.15 Highway Driver Seniority

Seniority list to be posted every three (3) months showing length of Company seniority for the Linehaul Branch.

BC-B14.16 Highway Driver Excluded Articles

The following Articles to be excluded from application to Linehaul Employees: Articles BC-B2.04, BC-B2.05, BC-B4.04

BC-B14.17 Company to Comply With Section 35 BC MVAR.

The Company acknowledges the need and fully supports a securement initiative throughout the network. A national program is currently underway which will be mandatory for all Loomis Express (Canada) Ltd. locations. Zero deviation will be tolerated by the Company.

ARTICLE BC-B15 - JOB DESCRIPTIONS**BC-B15.01 Job Descriptions Office**

Job descriptions for all office classifications shall be formulated and included by Memorandum of Agreement into this Collective Agreement by way of addition to Article B16 - Definitions.

ARTICLE BC-B16 – DEFINITIONS**BC-B16.01 Lead Hand**

The Company may appoint a regularly scheduled Employee as Lead Hand. The Company may remove the designation at any time or the Employee may relinquish at any time. If a situation occurs where there is no one qualified to be a Lead Hand or no Employee wants to be a Lead Hand, the Company and the Union agree to meet, discuss and attempt to come to a resolution.

The Lead Hand is a regularly-scheduled Employee who technically directs and coordinates the work of Employees under the direction of his/her Supervisor within his/her particular unit or section. However, he/she shall not have the authority to hire, suspend, dismiss, discipline, or memo Employees.

BC-B16.02 Relief Driver

A posted employee who is assigned to various routes as required & may also be used as coverage for sick call-ins up to ten (10) days off, or emergency coverage.

Relief drivers are not to be used for known time off that would normally go to temporary vacancy as set out in Article BC-B9.10. Any part time relief driver who has his or her posted hours increased by any amount of time will have his or her shift reposted or have the time posted on the temporary posting as per Article BC-B9.02.

BC-B16.03 Like Classifications

Similar position having the same pay scale.

BC-B16.04 Seniority

Seniority is defined as length of service in the bargaining unit and shall be applied on a bargaining unit-wide basis except as may be provided for in this Agreement. Seniority shall be applied in determining preference for promotions, demotions, lay-offs, recall and as set out in other provisions of this Agreement.

BC-B16.05 Definition of the Word Trip

For definition purposes, a word "trip" will be used when referring to single person operation. A single person trip is considered from point of dispatch to point of rest, lay-over or book off.

BC-B16.06 Positions

The assignment held by an Employee which in the case of Regular Drivers includes the regular route that an Employee normally works. All Employees are required to work their posted position unless otherwise allowed by this Agreement.

BC-B16.07 Employees

The term Employee shall mean all Employees as covered under the terms of the Collective Agreement.

BC-B16.08 New Route or Job

New route or job is deemed to be defined as adding to the scheduled work force.

BC-B16.09 Regular Full time Employee

The term regular full-time Employee shall refer to an Employee who is in a posted job at forty (40) hours per week and in the clerical classification works thirty-seven and one-half (37 ½) hours or more per week. This definition does not change the application of Article BC-B1.01 – Work Day, Work Week, and Overtime.

BC-B16.10 Regular Part Time Employee

The term regular part-time Employee shall refer to an Employee who is in a posted job and works less than forty (40) hours per week and in the clerical classification works less than thirty-seven and one-half (37 ½) hours per week. This definition does not change the application of Article BC-B1.01 – Work Day, Work Week, and Overtime.

BC-B16.11 Casual Employee

The term casual Employee shall refer to an Employee that is not in a posted job.

BC-B16.12 Highway Driver

The term Highway Hourly Driver shall refer to an Employee who drives highway vehicles and is paid hourly or mileage.

BC-B16.13 Lower Mainland

For the purpose of this Agreement, it is understood that the area commonly referred to as the Lower Mainland further defined below shall be deemed to be one Branch. Linehaul Drivers will be a separate Branch.

Lower Mainland shall mean all roads to the geographical area:

- (a) North - to and including Pemberton, B.C.
- (b) South - to the Canadian/United States borders
- (c) East - to and including Hope, B.C.
- (d) West - to the West Coast mainland to and including Earls Cove, BC.

BC-B16.14 Electronic Monitoring

- (a) The primary purpose of monitoring is to support the processes of Employee coaching, training and development, and security. The Company will utilize monitoring equipment to measure individual Employee performance as part of a regular performance monitoring program. Although it is not the intent, it is possible that the findings of the monitoring activity may result in discipline.

Call Centre Employees will have the option to tape calls for their own protection, if and when the Company introduces technology with that capability.

- (b) Where electronic monitoring is being utilized, the following notice will be posted on a signage of suitable size in all work places covered by the Collective Agreement:

“Due to the nature of our business and occasional requests from customers, electronic monitoring equipment may be installed from time to time in the workplace.”

It is understood that such equipment will not be installed in areas where Employees are entitled to expect privacy, such as washrooms, lunchrooms (with the exception of locations where the lunchrooms are also an entrance or exit way), and locker rooms.

- (c) The Company agrees to continue the practice of allowing Call Centre Employees reasonable access to the telephone for personal use. In the event a Call Centre Employee requires extra time for a personal call with prior permission, the Company agrees that these personal calls will not be monitored except for length of time.

LETTER OF UNDERSTANDING # BC-B1

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
(HEREINAFTER REFERRED TO AS "THE COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
(HEREINAFTER REFERRED TO AS "THE UNION")**

RE: SPAREBOARDS

The Parties have agreed to the principle of a spareboard with the following procedures for all hourly paid Employees to bid on hours made available when other hourly paid Employees take scheduled leave as defined in the document herein.

- 1) All hours that become available as a result of a posted part-time or full-time Employee being away for any of the following reasons:
 - Weekly Indemnity
 - WCB
 - Maternity or Parental leave
 - Vacation
 - Approved Leave of Absences
 - Temporarily vacant Owner Operator routes
- 2) The hours that are available for bidding on the spareboard shall be the same scheduled hours and days as their posted position. The exception to this procedure will be hours in which the Company does not require the hours for the period as a result of business requirements.
- 3)
 - (a) An Employee shall select the hours available on the spareboard on the basis of seniority where the most senior Employee shall bid on the available hours first and the next senior Employee shall select next and so on until all the available hours are claimed.
 - (b) The process for spareboards is as follows:
 - (i) Seven (7) working days prior to scheduled two (2) week period all hours identified under 1) above will be put on the spareboard.
 - (ii) The responsibility to manage the spareboard will be shared by a Company coordinator and Union appointed Lead Hand or Designate.
 - (iii) The spareboard will be posted on Thursday at 2 pm for Employees to make their intentions known in writing (Spareboard Response Sheet – Addendum #1) to the Company Coordinator or Union appointed Lead Hand/Designate as to which hours and positions they wish to be considered for during the two (2) week period. They must make their intentions known in writing to the Company coordinator or Union appointed Lead Hand/Designate from Thursday 2 pm to Friday midnight. Employees must accept the complete posted block.
 - (iv) Any requests received after this deadline will not be considered.

- (v) The Company coordinator and Union appointed Lead Hand/Designate will assign the Employees from the list as outlined in (ii) to the available hours according to seniority.
 - (vi) Jobs that result from this process (i.e. Backfill positions) will be filled from Employees listed on the list from b) above, in order of seniority.
 - (vii) Any Employee who wishes to be considered for any position as a result of the backfill, needs to make their intentions known in writing to the Company coordinator or Union appointed Lead Hand/Designate.
 - (viii) Any jobs that remain will be assigned to the Employees remaining on the list as outlined in (ii) above or if no Employee remains on the list the Company would then fill the remaining hours from Part-time and/or casual Employees. [subject to 5:03(b) of the Collective Agreement].
 - (ix) The completed spareboard would be posted on the Thursday prior to the commencement of the two (2) week period described in #5 of this LOU.
 - (x) The Employee has the right to refuse before the final posting of the spareboard however, if an Employee refuses a posting, the Employee will not come back into the process until the next two (2) week sign-up.
- 4) An Employee claiming available hours shall be qualified for the work available, meeting the minimum job qualifications as established by LOU #11.
 - 5) The spareboard is designed to cover a two (2) week period. The spareboard two (2) week period will coincide with the pay period. (Addendum #2).
 - 6) All Employees in a warehouse or driving classification shall have the right to claim an available block on the spareboard based on seniority. If an Employee's hours are made available as a result of the Employee exercising their right to bid on a block as herein provided those hours shall also be made available as in 3 b).
 - 7)
 - a) In the event a regular part-time or full-time Employee's exercising their right as herein provided shall be required to work a minimum of twenty (20) hours per week, provided the required number of hours are available, to maintain employment.
 - b) It is understood, that casuals cannot use accumulated hours gained from the spareboard to change classification (i.e. move from casual status to part-time or full-time status).
 - 8) Each block of available hours on the spareboard shall be identified with the classification, hours of work, (as described in #2 above), the reason the Employee is off, and the anticipated length of time the Employee is scheduled to be off.
 - 9) In the event an Employee on a scheduled leave returns sooner than expected, the Employee who has bid on and is working the hours made available, shall return to the Employee's previous position and, if applicable, the Employee who has taken the hours made available from the first bidding (back-fill) shall return to their previous position and so on.
 - 10)
 - a) At no time shall an Employee be permitted to bid on a block of available hours that will at any time put the Employee bidding into a situation where overtime is payable.
 - b) If any Employee posts into the spareboard for additional hours, Article 5:04 shall not apply.

- 11) The spareboard shall be posted in a conspicuous place in the warehouse or lunchroom by 2:00 pm Thursday, seven (7) working days before the first week the spreadsheet is to commence.
- 12) The spareboard is driven by seniority. To determine seniority at the date of ratification of this agreement, all casual Employees will be provided the same seniority date and will be ranked according to the number of hours they have worked prior to ratification. The Loomis Express (Canada) Ltd. International Employees who have transferred into the bargaining unit have their seniority date determined under the previously negotiated Agreement dated March 27, 2003.
- 13) The spareboard is not applicable to Owner Operators.
- 14) A full-time/part-time posted Employee cannot post to the spareboard for an identical position.
- 15) It is understood that any unresolved issues from this process must be resolved between the Company co-ordinator and the Union appointed Lead Hand/Designate. This process is non-grievable.
- 16) This spareboard will apply only to the Lower Mainland hub (currently Burnaby). If however, either party is not satisfied with the operation of the spareboard, the LOU will be withdrawn after ninety (90) days written notice and the previous procedure for temporary postings will be reinstated in the Collective Agreement.

SPAREBOARD RESPONSE SHEET

Positions available: Period from Feb 1 – Feb 14

Name: _____ Seniority: _____

Date: _____

I am requesting the following specific positions in order of preference:

1)

2)

3)

4)

5)

My Backfill Preferences are:

Driving AM Yes _____ No _____

Driving PM Yes _____ No _____

Warehouse AM Yes _____ No _____

Warehouse PM Yes _____ No _____

Split Shift Yes _____ No _____

Warehouse Graveyard Yes _____ No _____

Shipping/Receiving Yes _____ No _____

Dangerous Goods Yes _____ No _____

Claims/Damages Yes _____ No _____

Any hours Yes _____ No _____

Additional hours to shift Yes _____ No _____

All Yes _____ No _____

Signature: _____ Date/Time: _____

Rec'd by: _____ Date/Time: _____

Position Accepted: Yes / No

LETTER OF UNDERSTANDING # BC-B2

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
(HEREINAFTER REFERRED TO AS "THE COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
(HEREINAFTER REFERRED TO AS "THE UNION")**

RE: SENIORITY DATES

The parties agree that for Employees hired on the same day, the most senior Employee will be decided alphabetically by last name.

Former DHL Express (Canada) Ltd. International Employees' who entered the bargaining unit through integration, will have their seniority date for purposes of bumping, lay off, bidding and posting based upon the date they entered the bargaining unit in order of their original date of hire.

In order to facilitate the seniority list with fixed dates for all Employees, as of the end of day September 17th, 2004, the casual hours lists shall be frozen and the Employees on that list will be placed in order of seniority by hours.

LETTER OF UNDERSTANDING # BC-B3

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
(HEREINAFTER REFERRED TO AS "THE COMPANY")**

AND

**UNIFOR
(UNIFOR – CANADA)
(LOCAL 114)
(HEREINAFTER REFERRED TO AS "THE UNION")**

RE: SOCIAL JUSTICE FUND

- (1) The purpose of this fund would be to provide financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations.
- (2) Subject to the following conditions, the Company will make quarterly contributions to such a fund equal to one cent (\$0.01) for each straight time hour worked.
- (3) The Company will make these quarterly payments provided that:
 - (a) The Union maintains the fund as a non-profit corporation under the Canada Corporations Act and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met.
 - (b) The Union maintains the registration of the non-profit corporation under the Income Tax Act of Canada in good standing.
 - (c) The Union maintains a favourable Income Tax Ruling from the Federal Department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible.
 - (d) The Union provides the Company with annual audited financial statements of, and summaries of each year's donations made by the non-profit corporation.
 - (e) The objects, by-laws and resolutions of this non-profit corporation should permit it to making the following types of financial contributions:
 - (i) Contributions to other Canadian non-partisan charities that are registered under the Income Tax Act;
 - (ii) Contributions to non-partisan international relief efforts that are recognized by the Canadian International Development Agency (CIDA), or any successor body that performs like functions;
 - (iii) Contributions to any Canadian or international non-partisan efforts to which other Canadian charities that are registered under the Income Tax Act are also making contributions;
 - (iv) Contributions to any non-governmental and non-partisan development group recognized by CIDA and registered as a charity under the Income Tax Act.

COLLECTIVE AGREEMENT

BETWEEN



LOOMIS EXPRESS A DIVISION OF TRANSFORCE
(HEREINAFTER REFERRED TO AS "THE COMPANY")

AND



UNIFOR
UNION OF CANADA (UNIFOR CANADA)
Local 4050 Alberta
(HEREINAFTER REFERRED TO AS "THE UNION")

THIS AGREEMENT entered into this _____ day of _____, _____

LOOMIS EXPRESS LTD COLLECTIVE AGREEMENT (ALBERTA APPENDIX)

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The parties agree that any headers added in the 2017 round of bargaining to the National Agreement or to any Provincial Appendix cannot be used to change or modify the intent of any existing article or language; such headers have been added solely for the purposes of readability and organization.

APPENDIX – ALBERTA

ALBERTA AB1 - UNION RECOGNITION

AB1.01 Union Activities on Site

(a) Union Activities During Working Hours

The Union agrees that there will be no Union activities carried out during working hours, except those necessary in connection with the administration of this Agreement. Accredited Representatives of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Company's working schedule.

(b) Union Use of Lunchrooms

The Company will allow the use of the lunchroom to conduct Union business at a time convenient to both the Company and the Union, provided it does not disrupt the normal business operation and that such time is to be scheduled and kept to a minimum.

(c) Union Steward or Representative Rights During Working Hours

In a situation which requires a Union Representative's attention during working hours, he/she shall not leave his/her regular duties without first obtaining permission to do so from his/her immediate Supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum, and that permission will not be unreasonably withheld. The Union Representative shall return to their regular duties as expeditiously as possible. The Employer reserves the right to limit such time, if the time requested is unreasonable.

AB1.02 Union Bulletin Board

The Company agrees to provide a locked, glass enclosed bulletin board at each of its terminals for use by the Union for posting matters relating to Union meetings and other Union business, provided they are authorized and the documents are signed by an Officer of the Union. The said bulletin board shall not be located in any place where the general public has access. No postings on such board shall be of a derogatory or inflammatory nature towards the Company or any individual.

AB1.03 Union Membership Condition of Employment

It is hereby agreed that all Hourly Employees and Owner Operators shall become members of the Union and shall as a condition of employment become and remain members of the Union.

AB1.04 List of New Employees and Owner Operators

The Company shall furnish to the Union a list of all new Hourly Employees taken into employment, and Owner Operators contracted to the Company.

AB1.05 Union Checkoff Cards

The Union will supply the Company with deduction authorization forms and membership applications which shall be signed by all new Hourly Employees on the date of hire, or date of contract in the case of Owner Operators. It will be the responsibility of the Company to ensure that all forms and membership fees are forwarded to the Union Treasurer within fifteen (15) business days from the date of completion. The Company shall inform, at the time of hiring, the Hourly Employee as to his/her status regarding whether they are a full-time, casual or part-time Hourly Employee.

AB1.06 Company Request for Unit Chair or Representative to Travel

The Company may request that a Union representative, including the Local Unit Chairperson, be sent to another branch for consultation. Such representative will be paid at the regular rate of pay for travelling time as well as for hours of consultation, up to a maximum of normal shift hours for an Hourly Employee or Owner Operator. The Company will assume all necessary expenses within Company policies, such policies in place as of March 2009 will be considered the minimum payable.

AB1.07 No Separate Agreements

The Company agrees not to enter into any Agreement or contract with the Hourly Employees or Owner Operators individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement will be null and void.

AB1.08 Owner Operator Deemed to be Employee

A Dependent Contractor (Owner Operator) is deemed to be an "Employee" of the Company as defined by the Labour Code of Canada, Part I. Rules and guidelines and applicable Articles are located in Appendix "A" of this Agreement.

AB1.09 No Use of Personal Vehicles

No member of the Union shall use their personal vehicle to conduct any company business (excluding Owner Operators' regular Loomis Express work vehicle, rentals, or other temporary route replacement vehicles).

AB1.10 Responsibility to Update Personal Information

It shall be the responsibility of every Owner Operator and Hourly Employee to keep the Company and the Union informed of any and all changes of address, email address or telephone numbers. Such information will be supplied in writing within three (3) working days of such change.

The Company shall provide to the local Union office an updated list of all Hourly Employees and Owner Operators name, email address, current address, and phone number, electronically on a quarterly basis.

AB1.11 Quarterly Labour Management Meetings

The parties commit to address mutual concerns and issues with quarterly labour/management meetings in both Edmonton and Calgary, and bi-annual meetings in all other Alberta branches.

The information outlined below shall be provided to Unit Chairperson least twenty-four (24) hours prior to these meetings. This information shall be discussed and reviewed in detail at each meeting.

(a) Owner Operators

- (i) Seniority report.
- (ii) Current routes and boundaries identifying route number and Owner Operator.

(b) Hourly Employees

- (i) Seniority report including name, position, status, and scheduled hours.
- (ii) Where possible, the employee who was being covered each day.
- (iii) Number of casual hours worked during each pay period for the previous six (6) month period.

The Unit Chair shall be provided with a copy of the information exchanged at any monthly meeting.

AB1.12 No Obligation to Purchase Vehicle

The Company shall not require, as a condition of continued Hourly employment, that an Employee purchase a truck, tractor and/or trailer or other vehicular equipment, or that an Hourly Employee purchase or assume any proprietary interest or other obligation in the Company business.

AB1.13 No Contracting Out

The Company shall not contract out any bargaining unit work or use any Lease Operator, or lease vehicle other than established in this Collective Agreement.

AB1.14 Full Time Union Position

Any Hourly Employee or Owner Operator elected or appointed to a full-time position with the Union shall be granted an indefinite leave of absence without pay provided that thirty (30) days' notice is given to the Company prior to the beginning of such leave. During such leave, the Hourly Employee's/Owner Operator's Company seniority shall accumulate, welfare benefits shall be suspended thirty (30) days after such leave commences, and annual vacation benefits shall be suspended immediately.

Should the Hourly Employee or Owner Operator request a continuation of welfare benefits during such leave the premium will be remitted to the Company by the Hourly Employee or Owner Operator prior to the month(s) in question.

AB1.15 Union Business Leave

The Company shall grant a leave of absence to attend essential Union business: without pay for any Hourly Employee, and provided the Owner Operator has secured or arranged for, with the co-operation of the Company, an acceptable replacement. The Union will give a minimum of fifteen (15) days' notice of such request. It is understood that a maximum of ten (10) Union members will be allowed off at one time, provided there are no more than three (3) Hourly Employees, Owner Operators, or combination thereof required from any one location. It is agreed that in the event of an emergency occurring, the Executive and Stewards of the Local will be granted leave of absence upon request.

Where an Hourly Union representative makes a reasonable request for paid time-off to attend to Union business at another Company location, such request, will not be unreasonably denied.

AB1.16 No Evasion of Agreement

The Company agrees it will not use any leasing equipment/driver for the purpose of evading this Agreement.

AB 1.17 Collective Agreement Printing and Distribution

The Company shall pay for all costs associated to print and distribute a new agreement to the membership. The Company shall ensure that all Employees and Owner Operators are provided with a copy of the agreement as soon as they are printed, or, upon hire. The local Union shall receive an additional allotment, and then as many as necessary upon request subject to availability. Should there not be any agreements left to be available to distribute then the Company will reprint the agreements so as to be able to distribute the requested copies. In the last six (6) months of the agreement reprints will be 8.5 x 11 photo copies.

The Company will provide each Hourly Employee and Owner Operator with a copy of the Collective Agreement. Within the first thirty (30) calendar days from the date of hire of a new Hourly Employee or Owner Operator, the Company will introduce him/her to a Shop Steward provided that the Steward and the member both work at the same location.

ARTICLE AB2 - WORK CONDITIONS**AB2.01 Clean and Sanitary Washrooms**

The Company agrees to maintain at its terminal clean and sanitary washrooms, having hot and cold running water with toilet facilities available to all Union Members.

AB2.02 Union Provided Vending Machines

Lunchrooms -The Company shall allow the Union to provide soft drink, coffee and similar vending machines, on the Company's premises, subject to approval of the Company as to location.

AB2.03 Clean Lunchrooms

Where lunchrooms are provided for use by all employees, the Company shall ensure the area is clean and properly ventilated, as well as provide paper hand towels. Maintenance of these areas will be the responsibility of the Company; however, all employees agree to observe common courtesy, manners and rules of cleanliness in the use thereof.

AB2.04 Automobile Plug-Ins

Automobile plug-ins wherever installed shall be available for Union Members use.

AB2.05 Emergency Showers

Where necessary to comply with Transportation of Dangerous Goods Regulations, the Company will have showers at the Edmonton, Calgary, and Red Deer Branches.

AB2.06 No Responsibility for Property

The Company shall not be responsible for the loss, damage or destruction of Employee's personal property while such property is on the Company's premises, in vehicles or equipment, or in use on Company business.

AB2.07 Hand Sanitizer and Wipes

The Company shall provide hand sanitizer or wipes at all locations where there is a time clock hand scanner.

AB2.08 Sanitary Gel Stations

Company will agree to provide sanitary gel stations at biometric scan stations and they will ensure that all scanning wrist devices are clean and sanitary.

AB2.09 Filtered Water and Cups

The Company agrees to provide filtered water to all Employees free of charge. Cups to be provided.

AB2.10 Winter Tires

Effective 2017 all Company vehicles must be equipped with all-weather/ winter rated tires between October 15th and March 15th. Vehicles not equipped as such shall not be permitted to be used.

Owner Operators are encouraged to install all-weather/ winter rated tires between October 15th and March 15th of each year.

ARTICLE AB3 - UNIFORMS**AB3.01 Uniform Rules**

It is imperative to protect the brand and the image of Loomis Express (Canada), Ltd. Therefore the wearing of Company-issued uniforms is mandatory for all hourly drivers and for all Owner Operators excluding line haul as a condition of maintaining a Business Agreement.

(a) Warehouse Coveralls

Warehouse staff will be provided coveralls if requested.

(b) Company Paid Uniforms and Alterations

The Company will pay for uniforms and any necessary alterations when such uniforms are required as determined by the Company.

(c) Uniforms Property of Company

All uniforms are, and shall remain, the property of the Company, and the employees and Owner Operators shall be expected to properly care for and keep same in good repair and condition at the Owner Operator's expense. Uniforms will be replaced on an as-needed basis at the Company's expense.

(d) Uniform Replacement

All uniforms shall be returned to the Company upon termination of services or when requesting new issue as required.

(e) Relief Driver Uniforms

All relief drivers shall be uniformed. The Company will pay for the LOOMIS Express authorized quantity of uniforms for all Owner Operators, Hourly Drivers, and one relief driver per year. If more than one relief driver is used during the year the cost of

providing uniforms for these relief drivers shall be at the Owner Operator's expense.

(f) Clerical Employees

The Company will provide Clerical Employees with smocks where required in the performance of duties.

(g) Warehouse Employees

Any Employee working in the warehouse will be supplied with three (3) pairs of coveralls. Coveralls and gloves will be provided on a replacement basis. Where extreme working conditions warrant the use of insulated coveralls such reasonable requests shall not be withheld.

Loaders and Warehousemen will be provided with a uniform if they are required to wait on customers. Warehousemen will be allowed to wear shorts provided they conform to company requirements, and providing they supply same at their own expense.

(h) Sole Property of Company

All uniforms are and will remain the sole property of the company. All uniforms shall be returned to the company upon termination of employment and when requesting replacements. Upon the relief driver's leaving, it will be the responsibility of the Owner Operator(s) to recover the uniform and return it to the Company.

(i) Alterations

Alterations will be paid for by the Company for all alterations that are required for uniforms that do not fit at issue. All other alterations shall be the responsibility of the wearer.

(j) Proper Care of Uniforms

The Hourly Employees and Owner Operators will be expected to properly care for and to keep all uniforms in good repair and condition at the employees' expense.

(k) Minimum Uniform Quantities

The LOOMIS Express Canada authorized quantity of uniforms for Hourly Drivers and Owner Operators shall include:

Summer Polo Shirt	5	Summer Pants	3	Bermuda Shorts	2
Polo Long Sleeve Shirt	3	Turtleneck	1	Light Rain Jacket	1
Wind Stopper	1	Winter Pants	3	Winter Jacket	1
Ball Cap	1	Winter Cap	1	Belt	1

AB3.02 Safety Footwear

The Company shall provide to all Employees and Owner Operators (excluding Line haul) protective footwear where determined to be necessary by the Safety Committee.

Employees and Owner Operators purchasing their own footwear under this Article will be reimbursed the purchase price up to a maximum of one hundred and thirty-five dollars (\$135) per year upon proof of purchase to cover the purchase of safety footwear once per year.

Protective footwear re-imbursement will be done through the payroll system or through a voucher system as a non-taxable benefit upon request.

The Company will replace safety shoes or boots irreparably damaged in the course of the Employee's duties.

Said footwear must be black or brown.

Warehouse persons must provide their own safety boots during the probationary period at their own cost. Upon successful completion of the probationary period, the company will refund the cost based on the prorated value from the date of hire of the yearly maximum established above. Reimbursement will be made on the next available payroll.

ARTICLE AB4 - SENIORITY

AB4.01 Purpose of Seniority

The purpose of seniority is to provide a policy governing preference for layoffs, postings, bumping and recalls. Each Union member will establish a Company seniority date. Where two or more employees are hired on the same day the order of seniority amongst them shall be determined by the employee's surname alphabetically.

(a) Seniority Defined

For Hourly Employees and Owner Operators, company seniority means the length of continuous service in the bargaining unit, since the employee's or Owner Operator's last hiring.

(b) Seniority Groups

The following Groups are recognized for the purposes of Company Seniority exercised within a group as provided for by this agreement

- (i) Warehouse/Hourly Driver
- (ii) Clerical
- (iii) Owner/Operators

AB4.02 Seniority Lists

The Company will issue and post a seniority list in each Branch showing position held and Company seniority for all Union members at the Branch or Depot. This list will be renewed every four (4) months with copies to the Shop Stewards, Local Union Office and Local Chairperson.

AB4.03 Appeal of Seniority Dates

Any Union member may contest the seniority list by submitting his/her appeal in writing to the Company and the Union, within thirty (30) working days following its posting date. Where proof of error is shown, the seniority list will be corrected as agreed on. Afterwards, the list shall become official. There may be an exception to the above-mentioned rule in the event that an Hourly Employee or Owner Operator is absent for a period of at least thirty (30) days following the posting of the seniority list.

AB4.04 Edmonton and Calgary Branches

For the purposes of seniority, all existing and future locations in Edmonton and in Calgary will be considered one (1) branch in each of the respective cities.

ARTICLE AB5 - HEALTH & SAFETY**AB5.01 Company Duties**

The Company shall institute and maintain all precautions to provide every Hourly Employee and Owner Operator a safe and healthy workplace. The Company shall comply in a timely manner with the Canada Labour Code, its regulations, codes of practice, and guidelines and all relevant environmental laws, regulations, codes of practice and guidelines. All standards established under the laws shall constitute minimum acceptable practice. The Joint Health and Safety Committee shall be known throughout the following Articles as the "Committee."

AB5.02 Joint Health and Safety Committee

- (a) The Company and the Union agree to maintain the established Joint Health and Safety Committee in accordance with Canada Labour Code, its regulations, codes of practice and guidelines. Committee membership shall constitute an equal number of Company and Union representatives. Where there are insufficient volunteers from the Union membership for this committee, Shop Stewards and other elected representatives from the Union, who are Hourly Employees or Owner Operators, will be required to attend the meetings.

The Health and Safety Committee shall meet monthly and the minutes of the meeting will be posted, and copies sent to the Local 4050 President, the Manager and the Health and Safety Manager.

- (b) Two co-chairpersons shall be selected from and by the members of the Committee. One of the Co-Chairpersons shall be a Union member chosen by the Union members of the Committee. The other Co-Chairperson shall be a Company member.
- (c) During all absences of the Union Co-Chairperson, the Company shall recognize an alternate Co-Chairperson designated by the Union.
- (d) The Committee shall assist in creating a safe and healthy place to work, shall recommend actions which will improve the effectiveness of the health and safety program, and shall promote compliance with appropriate laws, regulations, code of practice, and guidelines. The Company shall consider recommendations of the Committee.

AB5.03 Mandatory Investigations

All dangerous conditions; workplace injuries and motor vehicle incidents shall be investigated by a Union member of the Joint Health and Safety Committee or a designate in conjunction with the Company. If a Committee member determines that dangerous conditions exist, the Committee member will utilize the Internal Complaint Resolution Process to seek resolution.

AB5.04 No Discipline for Refusals

No Hourly Employee or Owner Operator shall be disciplined for acting in compliance with the Canada Labour Code and its regulations. An Hourly Employee or Owner Operator may exercise his/her right to refuse unsafe work. There shall be no loss of pay during the period of refusal providing the individual performs other duties within his job classification as directed by the Company if such work is available.

AB5.05 Notification of Authorities

It is the responsibility of the Company and its Union members to notify the appropriate authorities if there is a reportable release of a hazardous substance to the air, land or water systems. Said notification is to be according to conditions of the applicable acts and regulations. No Union Member shall be disciplined for performing this duty.

AB5.06 Review of First Aid Requirements

Through the joint safety committees at location, the Committees will review the first aid requirements to determine the most appropriate standards in keeping with regulatory requirements.

AB5.07 No Requirement to Handle Inadequately Packaged Goods

Hourly Employees and Owner Operators will not be required to handle articles which can readily be considered as inadequately packaged. The Union member must immediately report such items to his/her Supervisor.

AB5.08 Accident Responsibility Notification

Hourly Employees and Owner Operators involved in an accident will be notified by the Safety Committee, through the Company, whether the accident was preventable or non-preventable.

AB5.09 Employees Paid During Any Investigation Period

Hourly Employees shall be paid for all time lost during the investigation period relating to an accident in which that Hourly Employee was not at fault.

AB5.10 Partners in Injury Reduction Program

The Company will include the Union in the development of the Partners in Injury Reduction Program and its implementation through the Workers' Compensation Board.

AB5.11 Modified Work Program

The Company will work with the Union on a joint advisory basis regarding the Company's modified work program and the Company will make its best efforts to resolve any concerns the Union has with the modified work program.

The Company also provides other services in conjunction with existing company policy and EAP program.

AB5.12 Ergonomic Sub-Committee

- (a) The Union and the Company will immediately form an Ergonomic sub-Committee of the Health and Safety Committee composed of the Unit Chair, the Union Co-Chair of the Health and Safety Committee, and at least two (2) additional Union representatives and an equal number of Company representatives. This Committee will meet on paid time at applicable rates at least four (4) times per year.
- (b) The Ergonomic sub-Committee and the OH&S Committee will address ergonomic concerns and training on an ongoing and priority basis and will work progressively toward improving the workplace/employee and Owner Operator interface. When an ergonomic concern is beyond the scope and/or expertise of the OH&S Committee members, appropriate external consultants shall be used.

- (c) The Ergonomic sub-Committee and the OH&S Committee will develop an ergonomics checklist which shall be used in job station designs and/or for the introduction of new processes and procedures.

ARTICLE AB6 - TRAINING

AB6.01 Payment of Defensive Driving and First Aid Courses

The Company will pay 100% of course fees for any accredited defensive driving course and/or industrial first aid course taken and successfully completed by the Hourly Employee or Owner Operator and approved by the Company.

AB6.02 Request to Attend Defensive Driving Course

The Company may request the Hourly Employee or Owner Operator attend a defensive driving course.

AB6.03 Courses and Meetings Outside of Scheduled Hours

(a) Minimum Notice by Company

From time to time, Hourly Employees and Owner Operators will be required to attend training courses and/or educational meetings outside of scheduled hours. The Company will provide four (4) weeks' notice of such meetings. The Company will provide more than one (1) available week for any required training. On such occasions, attendance is compulsory (in other words, as if scheduled) for Owner Operators.

(b) Minimum Payments

The Hourly Employee will be paid a minimum of four (4) hours pay at straight time within their designated classification except if it is a continuation of a work week which carries the hourly employee into an overtime position.

(c) Courses and Meetings on a Scheduled Work Day

When these hours fall on a scheduled work day,

i) Hourly Employees

Hourly Employees shall be paid at time and a half (1.5) of their hourly rate within their classification except if it is a continuation of a shift and does not carry the hourly employee into an overtime position.

ii) Owner Operators

The Owner Operator will be paid as the regular Courier Driver at a straight-time hourly rate of pay for all hours spent in training, or the out-of-pocket expense of a replacement driver, whichever is applicable. For all hours after a normal days work, the Owner Operator shall be paid a rate of time and ½ (1.5) top rate Courier Driver classification.

(d) Courses and Meetings on a Non-Scheduled Work Day

When these hours fall on a non-scheduled work day,

- i) The Hourly Employee will be paid a minimum of four (4) hours pay at straight time within their designated classification except if it is a continuation of a work week which carries the hourly employee into an overtime position.

- ii) Training on an Owner Operator's day off shall be avoided, however, where such training is unavoidable, the Owner Operator will be paid a minimum of four (4) hours of pay at time and ½ (1.5) top rate Courier Driver classification.

AB6.04 Payment for Split Shifts When Training

Hourly Employees working split shifts shall be paid time and a half (1.5) for all hours spent training during their split if the total hours required for training puts the employee in an overtime position.

AB6.05 Company Responsible to Train Drivers

The Company will ensure that each and every Driver is properly trained to meet his/her full responsibilities and duties, including training as required by dangerous goods regulations.

AB6.06 Owner Operator Training

(a) New Operators

The Company shall provide each new Owner Operator three (3) continuous days paid training at the commencement of their employment.

(b) Payment for New Owner Operator Training

For the payment of the training above the following shall occur:

- When the Owner Operator being trained uses his vehicle, or a rental vehicle he is paying for, and an hourly paid employee is riding with him to provide the training then the Owner Operator shall receive the route revenue for the work and services provided on the route.
- When the Owner Operator being trained is riding with an hourly paid employee and not providing his own vehicle or rental vehicle then the Owner Operator being trained shall be paid for all hours worked at the hourly relief driver rate. (Pay is as an Owner Operator with no deductions).

(c) No Loss of Revenue When Training

An Owner Operator providing training to another Owner Operator or hourly employee shall suffer no loss in revenue from their own owner operator route.

AB6.07 Hourly Employee Cross Training

The Company agrees to institute a training program in the Edmonton and Calgary branches only to provide relief for Vacation, WCB, STD, LTD, and Emergency situations.

The training program shall be administered in the following manner:

(a) Posting of Training

Every June 1st and January 1st the Company shall post a list of positions that require relief, and, employees who wish to be trained shall signify their intention by posting their name on a training list.

(b) Seniority Dictates Training

Employees shall be chosen by seniority on the list and trained on the positions requiring relief for a maximum of five (5) days at their current classification rate.

(c) No Declining of Work Once Trained

An Employee, who is trained on a relief position and certified by his/her Supervisor, must work in the relief classification he/she posted to be trained on and will not be permitted to decline work in the relief positions for a period of twelve (12) months unless for a bonafide reason. The Employee shall provide the Company with as much notice as possible.

(d) Paid for Classification Relieving For

When the Employee is transferred to the new positions for relief purposes, he/she shall be paid at the relief position classification rate.

(e) No Effect on Extra Hours Rights or Casual Training Requirements

This article shall not limit or impinge on the rights of Employees to attain extra hours as per the existing Collective Agreement or for the need to train Casuals provided that the Employee meets his/her obligations to work in the relief positions schedule when required.

ARTICLE AB7 - DEFINITIONS**AB7.01 Seniority**

The length of continuous service in the bargaining unit since the Union Member's last hiring according to the provisions of clause 8.01. There is no allowance for service acquired before actually joining LOOMIS Express Canada.

AB7.02 Courier Driver / 3-5 Ton Driver

A regular scheduled hourly Employee who holds a posted position as a defined route or who performs cleanup work.

AB7.03 Regular Full-Time Employees

For the Warehouse/Hourly Driver Group, any Employees regularly scheduled to work forty (40) hours per week shall be considered full-time Employees. For the Clerical Group, any Employees regularly scheduled to work thirty seven and one half (37 ½) hours per week shall be considered full-time Employees.

AB7.04 Regular Part-Time Employees

Part-time Employees shall be those who work on average less than forty (40) hours and not less than twenty (20) hours per calendar week at the rate established for their respective classifications (subject to B6.02 (c)).

AB7.05 Casual Workers

Casuals may be employed to relieve positions normally occupied by regular or part-time Employees who are absent from work for any reason. Casuals will be utilized to perform work outside of scheduled work periods and during overload or peak periods of activity, but shall not be used to circumvent the hiring of regular full-time or part-time Employees. Clauses 1.05 and 1.06 are applicable to casual workers.

AB7.06 Relief Driver

A regularly scheduled hourly Employee who is assigned to various routes as required to cover absent hourly drivers or Owner Operators. These positions shall be posted as per the Collective Agreement and shall be awarded based on required knowledge and qualifications. Where such knowledge and qualifications are reasonably equal seniority shall prevail.

There shall be a minimum of one position in Calgary and Edmonton.

The parties agree that the persons listed below will be green circled at the previous "Lead Driver" rate should they not secure a Relief Driver posting.

1. Dan Vincent

AB7.07 Position

The assignment held by an Employee which in the case of regular drivers includes the regular route that an Employee normally works.

AB7.08 Sorter Marker

A regularly scheduled Employee who performs internal marking on freight and internal and external mail. This would apply to employees working in Edmonton and Calgary.

AB7.09 Warehouse/Customs Specialist

A regularly scheduled Employee who expedites the clearance of all inbound shipments.

AB7.10 Owner Operator

A Dependent Contractor who holds a valid Business Agreement (Schedule B) for services with the Company and is subject to the terms and conditions of that agreement.

AB7.11 Business Agreement

An agreement, between the individual Owner/Operator and the Company, which details specific terms, conditions, and methods of payment, for services provided (Schedule B).

Where a dispute arises in language interpretation between Collective Agreement and the Dependent Contractor's Business Agreement (Schedule B), the Collective Agreement interpretation will prevail.

AB7.12 Stop

The process of physically entering a business premise, or going off route, to carry out a transaction or transactions.

AB7.13 Swamper

An individual that assists an Owner Operator in performing his/her route responsibilities. The swamper may work alongside the Owner Operator, but is not authorized to perform delivery and pickup work on behalf of the Owner Operator.

AB7.14 Lead Hand

A regularly scheduled Hourly Employee who directs, coordinates and supervises the work of Hourly Employees under the direction of his/her supervisor within his/her particular unit or section. However, he/she shall not have the authority to hire, suspend, dismiss or discipline

Hourly Employees. All leads provided for in this agreement shall be working leads. It is understood that a lead hand will participate in the working operation.

ARTICLE AB8 - UNIT CHAIRPERSON

AB8.01 Selection of Unit Chairperson

The Union will select and the Company shall recognize, a full-time Unit Chairperson who shall be a LOOMIS employee. The Unit Chairperson shall attend to Union business as required and as necessary for the administration of the collective agreement and shall be given free access to all branches and depots and the Union office for these purposes. The Unit Chairperson shall be permitted to attend all meetings related to bargaining unit members if requested. The Unit Chair shall not be laid off or have any reduction or freezing in hours, pay, seniority or any other benefit during their term of office.

AB8.02 Pay and Benefits

The Company agrees that such Unit Chair shall receive all existing benefits and pension and shall also receive one hundred and twenty percent (120%) of the top hourly P&D non heavy equipment driving wage rate based on forty (40) hours per week.

AB8.03 Owner Operator as Unit Chairperson

If the Unit Chair is an Owner Operator they shall be allowed to either retain their run with a relief driver or elect to give up their run.

AB8.04 Return to Work Training

Employees and Owner Operators holding the Unit Chairperson position who are away from their workstation for a minimum period of six (6) months to fulfill these functions, will receive, if needed at the time of their return to work, sufficient on the job training in line with the training requirements of their classification and position in order to be re-familiarized and to perform their tasks adequately.

AB8.05 Bumping by Unit Chairperson

Should the Local Unit Chairperson be sent back to the regular work force by way of being removed by the Union or if they are not re-elected may bump as per the collective agreement based on the classification they last worked if they are a former hourly employee. Should the Local Unit Chairperson be a former Owner Operator then they shall assume their former position if they had elected to cover that route with a relief driver or elect to be placed on layoff status until a position comes open at which time they may exercise their rights as per the posting and seniority procedures.

AB8.06 Company Provided Office

The Company will provide the Union with an office space and facilities at either Edmonton or Calgary for the exclusive use of the Local Unit Chairperson or authorized Union officers and representatives. The Company will provide filing cabinets, desk, chairs, a phone line, and a secure high speed internet connection for the non-private use of the Union in this office. The Company will provide a locking five drawer file cabinet for the use of the Union in either Calgary or Edmonton (at Unions discretion) facility along with a code for non-private wireless internet.

AB8.07 Requirement to Work Out of Calgary or Edmonton

The Local Unit Chairperson must work out of one of the two cities above but any employee may run for the elected position when it comes available.

AB8.08 Obligations of Unit Chairperson

The Local Unit Chairperson must fulfill all of the obligations and expectations as set out by the Local and National Union in regards to this position. The Local Unit Chairperson shall report directly to the UNIFOR Local Union Representative, Local President and or National representative. The Local Unit Chairperson shall also be required to document their activities so as to provide updates to the Company. The Local Unit Chairperson shall be subject to all requirements of the UNIFOR Constitution.

LETTER OF UNDERSTANDING AB 1

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR-CANADA)
(LOCAL 4050)
(HEREINAFTER REFERRED TO AS THE "UNION")**

PAID UNION TIME

Effective December 14, 2005, the Company agrees to pay:

- 1) Ten cents (\$0.10) per service day per Owner Operator and
- 2) One cent (\$0.01) per hour per hourly employee for all compensated hours

For the purpose of providing paid union time. Such monies will be paid to Local 4050 on a quarterly basis.

These funds will be held in trust by UNIFOR Local 4050 and shall be used for the sole purpose of the payment of legitimate expenses incurred by the Local Unit Chairperson (except those expenses covered by Article 1.15) as authorized by the Local President or Local Service Representative. The Local Unit Chairperson shall be paid by Local 4050 through this fund when expenses' are submitted on the appropriate Local 4050 expense form; such payments shall conform to the Local Union Bylaws and or Policies.

LETTER OF UNDERSTANDING AB 2

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
LOCAL 4050
(HEREINAFTER REFERRED TO AS THE "UNION")**

VEHICLE SECURITY POLICY

Outlined below are the vehicle security procedures that will be followed by Owner Operators and Hourly Drivers:

- Vehicles used in the transport of shipments must have secure doors (front, side and rear and roll-up doors).
- Vehicles must be locked at all times when shipments are being transported.
- Custodial control of the shipments while on route shall be the responsibility of the Owner Operator or hourly driver.
- Vehicles shall be locked at all times when unattended.
- Cargo vans require a lock on the back door and the Owner Operator or hourly driver is responsible to ensure this occurs and the lock is used.
- Cargo located on loading docks or ramps shall not remain unattended; where this is not feasible, the driver will inform the company.
- No Company or Owner Operator vehicle will be permitted to leave the depot without fully functioning locks on all doors.

LETTER OF UNDERSTANDING AB 3

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
(LOCAL 4050)
(HEREINAFTER REFERRED TO AS THE "UNION")**

LINEHAUL

The Company commits to assessing all line haul lanes in Alberta to establish the most cost effective manner of operation.

Should line haul routes in Alberta become bargaining unit work in the future, the parties agree to meet and establish rates and language at that time.

LETTER OF UNDERSTANDING AB 4

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
(LOCAL 4050)
(HEREINAFTER REFERRED TO AS THE "UNION")**

SURVEILLANCE AND SEARCHES

It is agreed that the Company will not use video surveillance to monitor performance. Access to video surveillance material will be restricted to a small number of Company officials.

In addition to the above, the Company is committed to ensure that it is in compliance in policy and practice with all applicable legislation and regulations relating to surveillance and searches of employees including but not limited to the *Criminal Code of Canada*, the *Personal Information Protection and Electronic Documents Act (PIPEDA)*, and the *Canada Labour Code*.

The Union has raised the following concerns and, without limiting the generality of the foregoing, the Company has committed to having these concerns reviewed by its legal counsel and senior national Management:

7. The search program is not random either in planning or in execution and is potentially in violation of the above-noted policy.
8. The Union requested clarification on what tasks related to security will be delegated to be handled only by LOOMIS Management versus by LOOMIS contracted security staff. For example, if an investigation commences, Management would normally bring in a Union Steward. There have been no clear guidelines given in this area.
9. The Union requested some parameters on the declared intention to search internal bags including guidelines on when such a search might be requested, in what area it would be conducted, and on how Union representation and pay issues might be handled.
10. The LOOMIS policy contemplates "requesting the employee to lift his or her upper garments to expose the waist band area" and that "employees who refuse a clothing search will be subject to disciplinary action up to and including termination." The Union raised concerns that such intimate searches are not permitted by anyone other than law enforcement officials under the correct circumstances as set out in law.

After its legal counsel and senior Management have reviewed the policy and the above issues, the Company will meet with the Union to discuss the findings and any proposed changes to the policy and practice prior to implementation. Disagreements will be handled through good faith discussion prior to either party advancing a grievance on the policy.

LETTER OF UNDERSTANDING AB 5

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
(LOCAL 4050)
(HEREINAFTER REFERRED TO AS THE "UNION")**

SENIORITY

During the 2008/2009 bargaining process the parties agreed to change the seniority provisions of the collective agreement so as to establish a permanent Company seniority date for all current Casuals and future Employees.

In order to facilitate these changes, as of the date of ratification the casual hours seniority list will be frozen and the casual employees on that list will be assigned that date as their permanent Company seniority date, but will be placed in specific order of seniority by the hours that they have worked.

Existing Owner Operators, part-time and full-time Employees will retain their existing seniority date.

Any Employee or Owner Operator hired after that date will be assigned their date of hire as their Company seniority date.

LETTER OF UNDERSTANDING AB 6

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
(LOCAL 4050)
(HEREINAFTER REFERRED TO AS THE "UNION")**

LEAD HAND (WAREHOUSE, CUSTOMER SERVICE AND CLERICAL ONLY)

The Company may appoint a regularly scheduled Employee as Lead Hand. The Company may remove the designation at any time or the Employee may relinquish at any time. If a situation occurs where there is no one qualified to be a Lead Hand or no Employee wants to be a Lead Hand, the Company and the Union agree to meet, discuss and attempt to come to a resolution.

The Lead Hand is a regularly-scheduled Employee who technically directs and coordinates the work of Employees under the direction of his/her Supervisor within his/her particular unit or section. However, he/she shall not have the authority to hire, suspend, dismiss, discipline, or memo Employees.

All leads provided for in this agreement shall be working leads. It is understood that a lead hand will participate in the working operation.

The following rules apply to the appointing of Lead Hand positions.

- Must have at least one (1) years seniority unless agreed to otherwise in writing by the parties.
- The appointing of Lead Hands through this agreement cannot result in the Company reducing the amount of posted positions in each classification.
- The Lead Hand position can be taken away by the Company but the employee remains on his posted shift hours and posting.
- The employee can give back the Lead Hand position but the employee remains on his posted shift hours and posting.
- Lead Hand positions will be posted and open for all employees on the shift and classification to apply for but such positions shall be appointed by the Company based on the employees from the shift in that classification that apply.
- The existing "Lead Loader" classification will be deleted from the agreement and all existing Lead Loaders will become Lead Hands as per this LOU.
- Lead Hands shall be paid the negotiated "Lead Hand" rate of pay but are not considered a classification for the purposes of this agreement other than for computing overtime pay, vacation pay, bereavement pay and statutory holiday pay.
- Lead Hands shall be part of the Warehouse Person classification or Clerical classification for the purposes of bumping, overtime, layoff, recall etc. excluding the posting procedure.

ALBERTA OWNER OPERATOR SPECIFIC**ARTICLE AB-A1 - ROUTE BIDDING, REDUCTIONS****AB-A1.01 Reductions of Owner Operators**

When reducing Owner Operators at any location, the Company will reduce the junior Owner Operator according to company seniority at such location if it is practicable to do so.

AB-A1.02 Rights of Reduced Owner Operators

An Owner Operator who is affected by Article A1.01 may:

Accept any Owner Operator vacancy that arises within his/her branch or;

In the event no Owner Operator vacancies exist within the Branch the Owner Operator may then displace the junior Owner Operator at their branch, seniority permitting, or failing that, the junior Owner Operator in the province.

Owner Operators who wish to be considered for recall to a different Group at the Branch must submit a written standing application. These Owner Operators will be considered based on Company seniority if the position is not filled from within the Group at the Branch.

AB-A1.03 Owner Operators Rights When Awarded Hourly Positions

An Owner Operator who is awarded a vacant hourly rated position will retain their company seniority date. Eligibility for all benefits and vacation will be based on the Owner Operator's Company seniority date. Entitlement to vacation and vacation pay will coincide with the Owner Operator's anniversary date of change to hourly status. However he or she shall not be eligible to bid on another posted vacancy for a period of three (3) months from the date of transfer into the new Group.

AB-A1.04 Posting of Owner Operator Vacancies

The Company will post Owner Operator vacancies for five (5) days at all locations and fill the vacancy with the senior applicant from that branch and then Province. All postings shall be numbered and dated as well as copied to the Local Union Chairperson and the Local Union office.

The successful applicant for an Owner Operator posting must provide documentation within thirty (30) calendar days of the posting being awarded in writing that the required vehicle has been secured.

If an Employee or Owner Operator is qualified and selected for the vacancy, he or she must be willing and available to commence duties at the new Branch within thirty (30) calendar days of the position being offered.

AB-A1.05 Route Posting Requirements

Route postings will contain a full description of the route and its boundaries as well as any exceptions or anomalies for that route. All information provided will be based on historic factors and may be subject to change with the normal fluctuations of business.

The Company shall also indicate on the posting the real core zone information from the previous fifteen (15) days information prior to the posting.

All Owner Operators shall assume their new postings within thirty (30) calendar days

unless the Company can provide proof that they are unable to replace the affected route(s) within the thirty (30) day timeline.

The Company agrees to post the additional following information:

- Daily average earnings based on the previous sixty (60) working days
- Average kilometres travelled
- Area
- Vehicle size
- Average estimated number of stops, pieces, route density and core zone payment
- Outstanding termination grievances

(The above is subject to change based on normal business fluctuations)

Any Owner Operator or Hourly Employee who fills an Owner Operator vacancy as a result of a posting will not be eligible to apply on another posting for a period of three (3) months. This requirement does not apply in any reroute process.

This entire Article will apply only to the filling of the original vacancy created, and the next vacancy thus created. All other resulting vacancies will be posted for forty eight (48) hours and will be awarded to the senior qualified Owner Operator or employee as per above.

AB-A1.06 Loss of Seniority

Company, seniority is lost on termination except if an Owner Operator is laid off and recalled within twelve (12) months of layoff. In this event, the Owner Operator shall retain his or her Company, seniority.

AB-A1.07 Notice of Cancellation and Payments

Owner Operators will be given not less than thirty (30) calendar day's written notice cancellation of their Business Agreement (Schedule "B"), or pay in lieu of subject to all other provisions of this Collective Agreement. No notice is required if the Business Agreement is cancelled for just cause or default.

"Pay in lieu of" to consist of average daily income from the last thirty (30) calendar days, less operating costs (rural allowance or fuel), multiplied by the number of days outstanding.

AB-A1.08 Transfer of Routes

Should the Company transfer a route or routes from one location to another the incumbent Owner Operator who transfers locations with his/her route will transfer with his/her Company seniority.

AB-A1.09 Conversion of Hourly Drivers

Notwithstanding any other clause in the Collective Agreement, at the time the Company converts an hourly driver route to an Owner Operator route, it is agreed the hourly driver on that route has the first opportunity to assume the new Owner Operator route and transfers to the Owner Operator seniority Group with full Company, Branch and Group seniority. This is as per existing practice.

AB-A1.10 Operation on Alberta Family Day or Remembrance Day on a Reduced Basis

To operate on Alberta Family Day or Remembrance Day, on a reduced basis, it is understood routes could be merged, cancelled, or performed by hourly Employees at the Company's discretion. However, no Owner Operator will be required to work unless he is paid a mutually agreed upon payment as agreed to in advance.

ARTICLE AB-A2 - HEALTH AND WELFARE/W.C.B. COVERAGE**AB-A2.01 Program Details**

The Company agrees to provide those eligible Owner Operators with current details and information covering all Owner Operators benefits and programs, in which the Owner Operators covered by this Collective Agreement are entitled to participate. This information shall be provided at the date of hire as an Owner Operator.

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

Dental, Voluntary Personal Accident Insurance and Vision Care are to be provided on a voluntary basis at 100% Owner Operator cost.

The Company will deduct cost of benefits opted for from the Owner Operator invoice.

- Dental plan – includes reimbursement based on the Alberta Dental Fee Guide plus an inflationary protection.
- Voluntary Personal Accident Insurance
- Vision Care - \$350.00 every 24 months for the employee and eligible dependants, no deductible. Eye examinations are covered over and above to a maximum of \$40.00 yearly.

AB-A2.02 Program Costs and Information

Monthly costs to Owner Operators (subject to change by insurers upon thirty (30) days written notice).

	Single	Family
Life Insurance	Paid in full by the Company	
Accidental Death & Dismemberment		
Major Medical		
*Includes prescription card, no deductible		
	Single	Family
Vision Care	Paid in full by the Owner Operator	
Voluntary Personal Accident		

Dependent Coverage of Major Medical/Dental/Vision:

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

Eligible dependents include: the Employee's spouse (including a married spouse or a common-law spouse of the same or opposite sex), and the Employee's children (including a natural child, adopted child, stepchild, and a child under a guardianship order).

Declaration of Common-Law Status for Benefit Eligibility:

The Owner Operator must complete a Declaration of Status document in order to qualify for health and welfare benefits. Eligibility commences after one (1) year of common-law status.

A spouse is deemed to be:

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

AB-A2.03 Eligibility to Re-Join or Change in Status

If an Owner Operator refuses initial entry to the above benefit plans or if he/she terminates participation in the plans, the Owner Operator shall not be eligible to re-join the plans for a period of two (2) years from the date coverage was declined or terminated. In this event, life insurance coverage may also be subject to medical evidence of insurability satisfactory to the insurance carrier.

In the event of a change in status, the two (2) year waiting period will be waived. Evidence of insurability will be required if employee life insurance is chosen at this time.

AB-A2.04 Company to Pay for WCB Costs

The Company agrees to pay individual assessments of the Worker's Compensation Boards of the Province of Alberta, for the Owner Operators. If allowed by the Workers' Compensation Act of the Province mentioned above, the Company will be responsible for coverage of replacement drivers for those Owner Operators not registered as a limited or holding company. Such Owner Operators are responsible for WCB coverage for all other persons they may have in their employ.

Should the Worker's Compensation Board of Alberta require an Owner Operator who is registered as a Limited or Holding Company, to maintain his/her own W.C.B. account, such account will be opened by the Owner Operator, and must be maintained in good standing during the life of his/her Business Agreement (Schedule B).

AB-A2.05 Reimbursement for Doctors Notes Costs or Physician Forms

If requested by the Company, the cost of obtaining a doctor's note or the completion of physician forms will be fully covered by the Company. Such reimbursement shall be made to the Owner Operator on the next available pay cycle once the receipt has been submitted.

AB-A2.06 Benefit Booklets

The Company agrees to provide updated booklets and forms electronically.

AB-A2.07 No Changes to Benefits

The Company shall not lower, change, modify or delete any benefits in place during the term of this agreement without the Union's agreement. Should it be necessary to change benefit providers, and the composition of the benefit package is unable to be maintained in its current form, the parties agree to meet to resolve the issue prior to any change being implemented.

ARTICLE AB-A3 - EQUIPMENT**AB-A3.01 Decals, Painting and Repainting**

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

Repainting, and repainting of replacement vehicles to be shared fifty percent (50%) by the Company in accordance with painting price available to the Company (Not new Owner Operators, and not body work).

Based on the above prices the Owner Operator is free to get his/her work done elsewhere as long as it is done satisfactorily.

The Company will be responsible for the cost incurred in removing the striping/decals on termination in accordance with the price available to the Company.

AB-A3.02 Equipment to Meet Appearance Standards

The Company reserves the right to refuse to sign Business Agreements (Schedule "B"), or terminate present Business Agreements (Schedule "B") with Owner Operators whose equipment does not meet the appearance standards as set by the Company, reasonable standards to apply. The Company must first give the Owner Operator not less than ninety (90) days written notice to meet appearance standards.

AB-A3.03 Loss of or Damage to Scanners

A second malicious occurrence causing a loss of or damage to a scanner shall not have discipline imposed but the Owner Operator shall be responsible to pay the company the full cost of replacement or repair of said scanner.

ARTICLE AB-A4 - OWNER OPERATOR START UP**AB-A4.01 Professional Setup Fees Reimbursement**

The Company shall reimburse to a new Owner Operator the cost of professional fees or licensing up to a maximum of \$250.00 specializing in the transportation industry, for assistance in setting up his/her business. Receipts are required.

ARTICLE AB-A5 - MISCELLANEOUS**AB-A5.01 Just Cause Terminations to be in Writing**

Owner Operators who's Business Agreements (Schedule "B") are terminated for just cause will have reasons for same confirmed in writing. Those Owner Operators who terminate their Business Agreements (Schedule "B") voluntarily shall have all monies

owing them paid no later than the next scheduled payment day.

AB-A5.02 Proof of Valid Drivers' License

Owner Operators shall be required to produce a valid driver's license and Motor Vehicle Branch full search report on request which shall be facilitated through the Company by way of a signup sheet. Any cost will be absorbed by the Company, except for new Owner Operators who must provide these documents at his/her own cost.

AB-A5.03 Attending Meetings or Negotiations

In application of required payment for attending meetings or negotiations as agreed elsewhere in this Collective Agreement, the Owner Operator will be paid the regular Courier Driver hourly rate of pay up to a maximum of eight (8) hours per day or the out-of-pocket expense of a replacement driver, whichever is applicable.

AB-A5.04 Reimbursement for Operating Authority

The Company will reimburse any Owner Operator the cost of Operating Authority, upon presentation of the appropriate receipt to a maximum of one hundred (\$100.00) dollars.

AB-A5.05 One Route One Vehicle Rule

All Owner Operators shall only be allowed one route and one vehicle.

AB-A5.06 Owner Operator Route Coverage and Payments

Owner Operators are normally required to provide their own relief drivers and vehicle for purposes including sickness, injury, bereavement, and vacation coverage. However, on an emergency basis, where all reasonable efforts by the Owner Operator to provide relief driver and/or vehicle coverage have been exhausted, the Company will provide for coverage of the route on the first day or partial day. In this event, the Owner Operator will be paid for any revenue generated (in the event of a partial day) and the Company will assume all related costs for coverage. In the further event that the Owner Operator's vehicle is used in these situations, the Company will reimburse the Owner Operator for his or her vehicle operating costs.

Should the Company have to provide coverage beyond the first day or partial day; the Owner Operator will not be credited for any revenues generated.

AB-A5.07 Jury Duty

An Owner Operator summoned to jury duty will be compensated for any out of pocket expenses, minus any monies received from court, should he/she supply a relief driver. Intent is the Company will pay for the cost of the relief driver. If the Company supplies an Hourly Driver and Company vehicle, then the Owner Operator forfeits all revenue for that day(s) from his/her route.

A suitable replacement driver may be used by any Owner Operator so as to have personal leaves, vacation, etc.

AB-A5.08 Scanner System

Owner Operators shall not be required to subsidize the cost of developing or maintaining the scanner system.

AB-A5.09 Pay Days and Related Issues

- (a) The Company will pay all Owner Operators by direct deposit by 9 a.m. or when the bank opens on payday Thursday. The Owner Operator pay week will be from Friday to Thursday.
- (b) Only shortages that have resulted due to a Company error and are equal to one day's average earnings or more will be paid by manual cheque, within 3 business days of the Company being notified.
- (c) Owner Operator invoices will be submitted by the end of the day when the work was performed. A shortage in pay that is the direct result of the failure to submit an invoice(s) will not be reimbursed through manual cheque.
- (d) From time to time, the Company may be required to close a pay period early in order to comply with payroll cutoffs imposed by the payroll provider. In these instances, full day estimates for all Owner Operators may be required and any resulting adjustments will be done on the following pay period.

AB-A5.10 Cargo Insurance

Owner Operators who obtain coverage through the Company's cargo insurance will be assessed a monthly charge of ten dollars (\$10.00).

AB-A5.11 Signing of Business Agreements

- (a) A person approved by the Local Union will be present during all of the Owner Operator Business Agreement signings as a witness to the negotiation and a copy of the signed Agreement shall be sent to the UNIFOR Local Union office in Edmonton.
- (b) The Business Agreement shall be signed for the duration of the Collective Agreement.
- (c) The Regional Operations Director or designate shall have the only signing authority for all Owner Operator Business Agreements.
- (d) It is agreed between both parties that during the negotiations of the Business Agreements, Schedules A & B and Appendix C shall be included as one document. This process shall also include the signing of Business Agreements with new Owner Operators.

AB-A5.12 Liability Waiver When Accompanying an Owner Operator

The Company and the Union agree to the following Liability Waiver for use when a Company Representative is required to accompany an Owner Operator in their vehicle.

"The Company agrees to accept all liability for any or all persons that it authorizes to accompany any Owner Operator in their vehicle during the course of the business day while on their route, provided that the person is pre-authorized by the Company. This waiver is valid if the vehicle meets the mechanical safety standards as set out by the Province of Alberta."

No person pre-authorized by the Company will be allowed to ride in any vehicle that does not have a legal passenger seat or restraining device.

AB-A5.13 Bulk Stops and Stops that Take Too Much Time

If an Owner Operator anticipates that a single stop will occupy too much time or that a stop will bulk out their vehicle thus causing the potential for a negative impact on the quality payment, the Owner Operator must contact their Direct Supervisor to request relief from the situation. The company will make alternate arrangements to complete the stop which in no way will negatively impact the quality payment paid to the Owner Operator. Such requests will not be unreasonably denied.

AB-A5.14 Payment Under Modified Work Program

Where an Owner Operator remains on his/her route under the Modified Work program, the Company agrees to reimburse the cost of a swamper up to a maximum of \$150/day.

AB-A5.15 DG Insurance Coverage

Owner Operators will, upon proof of payment, receive a reimbursement to a maximum of \$100 towards the premium paid for DG Insurance coverage.

ALBERTA SCHEDULE (A) - OWNER/OPERATOR STANDARD FEE SCHEDULE**(a) Core Zone Rates**

Rates	April 1 2017	April 1 2018	April 1 2019	April 1 2020
Core Zone Rate	<i>By Route</i>	<i>By Route</i>	<i>By Route</i>	<i>By Route</i>
Stop Rate	\$1.35	\$1.40	\$1.44	\$1.48
Piece Rate	\$0.25	\$0.26	\$0.27	\$0.28

(b) Quality Payments

Quality Payment	April 1 2017	April 1 2018	April 1 2019	April 1 2020
98% to 100 % AVD	\$16.89	\$17.40	\$17.84	\$18.29
95% to 97 % AVD	\$5.64	\$5.81	\$5.96	\$6.11
100% Pick Ups	\$16.89	\$17.40	\$17.84	\$18.29
100% TDD	\$16.89	\$17.40	\$17.84	\$18.29
Total Potential	\$50.67	\$52.20	\$53.52	\$54.87

(c) 9:00 am and Time Definite Deliveries

Owner Operators will be expected to make every effort to perform 9:00 am and Time Definite deliveries. If it is determined that the Owner Operator cannot perform said deliveries within the service requirement, they will be required to discuss with the appropriate Manager that alternate arrangements will need to be made for said deliveries where possible. For the purposes of 9:00 am and Time Definite deliveries only, Owner Operators may deliver in another Owner Operator's area to successfully complete 9:00 am and Time Definite stops.

(d) Scanning of Waybills and Bar Codes

All scannable waybills, laser waybills, shippers own bar coded labels must be scanned, as per Company policy, in order to receive compensations outlined above.

All waybills or scannable manifests on all shipments must be scanned where possible or manually entered where possible as applicable. Loose shipments must be scanned however pre-wrapped or bulk pickups of over fifty (50) pieces with a manifest do not have to be scanned, unless other practice in place in a province have different piece requirements. Individual package scanning on any pre-wrapped bulk shipments is not required but must be supported by manifest where applicable.

(e) Malfunction of Scanners

In the event of a malfunction of the handheld scanning unit, there will be no reduction in aforementioned compensation, except when the malfunction prevents a delivery scan and the Owner Operator fails to get the waybill (or sub waybill) signed, timed and dated for receipt of shipment. The Company must supply delivery manifest sheets for days when, manual system is required.

(f) Specials, Driving Time, Loading and Unloading Time

This is to include warehouse and/or Janitorial duties. Specials may be reviewed at any time, or a special may be requested at any time.

- i) Loading/Unloading-Warehouse - Warehouse top hourly rate.
- ii) Driving Specials Minimum rate equivalent to the top hourly rate for the Courier Driver

Classification.

(g) Fuel Escalation Program

Average daily kilometers are based on work driving only and does not include mileage incurred for travel to/from work or other personal business. Those individuals found padding their mileage will be permanently excluded from this program. Changes to average kilometers will only be adjusted with a re-route or significant geographic change. The base fuel price for this program will be the unleaded fuel price of .508/ltr. In addition, rates will increase for changes over this base pump price based on two separate averages.

The following process will be in effect for determining the average price of fuel for Alberta branches:

- i) All branches will report the posted price (which includes GST) in their location at the open of business on the 1st and 15th of the month (or the first business day from these dates).
- ii) The price will be taken from the same establishment every month, the location of which will be mutually agreed upon by both parties.
- iii) One average separate fuel price will be calculated each for Edmonton and Calgary routes that operate directly out of the city branches (Edmonton International Airport location would be included in this category). The average price will be based solely on Edmonton and Calgary reported prices.

A separate average fuel price will be calculated for Rural AB branches and depot locations where the route start and finish does not include the main branch. This average price will be based on reported prices from Medicine Hat, Lethbridge, Fort McMurray, Peace River, Red Deer, Grande Prairie, and Vermilion.

\$0.01/km for changes in base fuel price as follows:

	City	Rural
Van	0.04	0.05
Cube	0.03	0.04
5Ton	0.03	0.035

Decreases in the rates will occur when the fuel price falls below the same price triggers that have generated a rate increase, but cannot go below the base price.

These average prices will be recalculated and posted at all locations on the 1st and the 15th of the month (or the first subsequent business day from these dates).

(h) LOOMIS Requested Claims Inspections

Where a claims inspection is requested, a standard payment will be made when a properly completed Claims Inspection Report is filed with the Company.

If a claims inspection is made and no other transaction is performed, the payment will cover the stop and the claims inspection.

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

\$10.00 plus stop and core zone rate

(i) Loading/Unloading of Linehaul Trailer

As per negotiation with the individual Owner Operator, LOOMIS commits to payment to any Owner Operator required to load or unload the Linehaul to be established consistent with provision (f) above - Specials.

(j) Unloading of trucks

The company will continue the practice of unloading Owner Operator vehicles at its Edmonton and Calgary facilities.

It is further agreed that the Owner Operators will

- (i) Segregate and tail load all envelopes and Express packages.
- (ii) Segregate and tail load all Dangerous goods.
- (iii) Segregate and tail load all International Packages
- (iv) Segregate, containerize in company provided containers, and tail load all small packages.

If the company cannot provide containers, or easy access to the containers, then provision (4) will not have to be met by the Owner Operator.

It is further understood that a joint review will take place in the event a major time savings could be implemented at Edmonton or Calgary.

(k) Minimum Bi-weekly Guarantees

The Owner Operator will receive a minimum bi-weekly gross ("guarantee") from services in respect of _____ route in the Province of Alberta.

The bi-weekly minimums are as follows:

	April 1, 2017	April 1, 2018	April 1, 2019	April 1, 2020
¾ Ton	\$2601.00	\$2679.03	\$2746.01	\$2814.66
1 Ton	\$2601.00	\$2679.03	\$2746.01	\$2814.66
3&5 Ton	\$2819.49	\$2904.07	\$2976.68	\$3051.10

It is understood that any bi-weekly minimum implemented will be applicable to ten (10) working days within a pay period (nine (9) in the case of a statutory holiday). Any Owner Operator required or requested to work additional days within the pay period will be compensated through a negotiated rate of pay.

(l) 3 Ton and Larger Rate

The Company agrees to negotiate with the Union and Owner Operator, on an individual basis, the rate for specific runs, when the need arises to institute the run. Should the parties fail to agree on the rate, they will submit the dispute to Grievance Mediation as per the Federal Mediation Conciliation Services of the Human Resources Department Canada or arbitration.

(m) Change of Equipment Due to Route Requirements

In the event a change in equipment is required to satisfy the needs of a route, discussions will be held with the Owner Operator prior to the change and he/she will have ninety (90) days to acquire the new equipment. Time extensions will not be unreasonably denied.

(n) Change of Equipment Due to Mechanical Worthiness

In the event a change in equipment is required to meet mechanical worthiness standards (as determined by a licensed mechanic paid for by the company), discussions will be held with the Owner Operator prior to the change and he/she will have thirty (30) days to acquire the new

equipment. Time extensions will not be unreasonably denied.

(o) Introduction of Pager System

In the event the Company introduces a Pager system any cost associated with this system shall be borne in full by the Company.

The Company agrees to post and distribute to each Owner Operator the agreed to Core Zone Charts for each province for each year of the collective agreement.

ALBERTA SCHEDULE (B) – BUSINESS AGREEMENT

AGREEMENT ENTERED INTO AT THE CITY OF _____ ON THIS _____

DAY OF _____, 20____.

BETWEEN:

LOOMIS EXPRESS (CANADA), LTD., having its head office at 201 West Creek Blvd, Suite 200, Brampton Ontario, L6T 5S6;

Hereinafter called “LOOMIS”

AND:

(Full name)

(Address and postal code)

Hereinafter called the “DEPENDENT CONTRACTOR”

WHEREAS LOOMIS a common carrier by motor vehicle which, in the regular course of its operations, requires the services of dependent contractors;

WHEREAS the dependent contractor has applied to LOOMIS to enter into an agreement to supply transportation services with his/her own equipment on the terms and conditions hereinafter set out;

WHEREAS the dependent contractor warrants that he/she has the permits, equipment, skills and expertise necessary to operate commercial motor vehicles for the benefit of LOOMIS.

THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

TERM

1. This agreement shall take effect on the date of its signature and shall continue in full force and effect until terminated by either party as a result of a breach of contract or for justifiable business reasons.
2. This agreement may also be terminated, by either party, by serving a written notice to that effect, thirty days in advance.

PAYMENT

3. The schedule of rates is attached to this agreement as annex A. Payments shall be made to the dependent contractor every two (2) weeks or as otherwise agreed by the parties.
4. The remuneration paid to the dependent contractors includes an indemnity for vacation, indemnity for fringe benefits, funeral leaves and statutory holidays.

PURPOSE OF THE AGREEMENT

5. This agreement outlines the terms and conditions related to the provision of services in relation with customers of LOOMIS, to ensure that those services will be sufficient and to the satisfaction of LOOMIS and its customers.

DEPENDENT CONTRACTOR'S OBLIGATIONS

6. The dependent contractor agrees to:

- a) Maintain at all times valid permits as required by law, and abide by and operate within the limits of all related provincial and federal laws and regulations.
- b) Accept sole responsibility for the operation of any and all vehicles supplied, freight handled, any and all personnel used to provide services, claims, fines, costs and legal expenses related to any infraction to the applicable laws.
- c) Obtain and maintain insurance coverage, as more fully described in Schedule D of the collective agreement.
- d) Promptly report any accident and any claim which could involve LOOMIS and fully cooperate with LOOMIS and any other person involved, for the settlement of any insurance claim.
- e) Ensure that the best interests of LOOMIS and its customers are maintained through a safe, efficient and professional operation.
- f) Provide, on a consistent and reliable basis, safe equipment and sufficient and satisfactory services to meet the business requirements of LOOMIS and its customers.
- g) Make every reasonable effort to meet established delivery times unless otherwise prevented by severe weather, operational or other extraordinary circumstances beyond the control of the dependent contractor.
- h) Owner-Operators upon notification to the company will be permitted to take Leave of Absence of up to thirty (30) calendar days to provide for holidays, vacation or authorized leave. This provision does not apply to the regular use of a relief driver for up to one day per week.

Leave of Absence may be extended upon mutual agreement between the Company and the Union.
- i) Where a replacement driver or swamper can be employed, provide at all times, licensed, competent and qualified personnel and make appropriate deductions and payments, as required by law, including deductions at source and worker's compensation.
- j) Recognize the right of LOOMIS to modify areas of service from time to time, where necessary for service or efficiency.

7. The dependent contractor agrees that, in the performance of this contract, especially where he/she collects moneys on behalf of LOOMIS, he/she shall assume all the legal obligations of a person charged with administration of the property of others.

GENERAL

- 8. It is expressly agreed between the parties that LOOMIS shall, in no way, be responsible to the dependent contractor or to third parties, for any services and/or supplies provided to the dependent contractor. In the event of a claim resulting from supplies or services so provided, the dependent contractor agrees to indemnify LOOMIS and to plead in its stead.
- 9. LOOMIS may require, from time to time, proof that the dependent contractor abides by any and all of his/her obligations. The dependent contractor will, upon demand, give LOOMIS a written authorization to verify his/her status and the discharge of his/her contractual obligations with any government or person.

10. The dependent contractor recognizes that he/she cannot obtain more rights than those of a registered user of LOOMIS's trade name, trademarks and logo-types and, as such, has no proprietary interest in same and where the equipment is withdrawn from service for any reason, all LOOMIS symbols, insignias, decals or other identification will be removed, prior to the release of final payments owing to the carrier.
11. The dependent contractor agrees that, during the term of this contract and in any case of termination thereof, he/she will not solicit any of LOOMIS's customers nor will he/she compete directly or indirectly with LOOMIS, with respect to LOOMIS's customers. In the event of termination by either LOOMIS or the dependent contractor, the dependent contractor will not solicit any of LOOMIS's customers directly for a period of three months following termination.
12. The dependent contractor and any employee, partner or associate of the dependent contractor may not be entitled to any benefits or rights which would not be afforded to an employee of LOOMIS, including but not limited to benefits such as company pension, governmental pension contributions, dental or medical insurance, life insurance, or unemployment or disability insurance.

SIGNED, SEALED AND DELIVERED:

LOOMIS EXPRESS (CANADA), LTD.

By:

WITNESS _____

WITNESS _____

DEPENDENT CONTRACTOR _____

SCHEDULE (C) – LIABILITY INSURANCE

The Owner Operator shall, at their own expense and without cost or expense to LOOMIS Express (Canada) Ltd., obtain and maintain during the term of this Agreement the following insurance in respect to the vehicle and in relation to the performance of services under this Agreement:

- a) Motor vehicle third party liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence on any vehicle utilized by the Owner Operator in providing services to LOOMIS Express (Canada) Ltd. under the terms of this Agreement together with any further statutory motor vehicle liability or other insurance which may be required under applicable laws or regulations;
- b) Comprehensive general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence against claims arising out of bodily injury or death or loss or damage to, or the destruction of property belonging to LOOMIS Express (Canada) Ltd. or its customers, including the loss of use thereof covering such perils as LOOMIS deems necessary and in such amounts and with such terms and conditions are reasonably acceptable to LOOMIS Express (Canada) Ltd.. The Policy referenced herein shall contain an endorsement specifically covering the contractual liability of the Owner Operator under the terms of this Agreement.

The foregoing insurance must be placed with an insurer reasonably acceptable to LOOMIS Express (Canada) Ltd. The Owner Operator must further provide LOOMIS Express (Canada) Ltd. with a Certificate of Insurance evidencing the foregoing insurances prior to services being commenced. Said Certificates of Insurance evidencing the coverage's herein shall also contain the following provisions:

- 1) LOOMIS Express (Canada) Ltd. will be added to said policies as an additional insured but only with respect to liability that may result from the performance of the Agreement;
- 2) The Owner Operator and the insurers further agree to waive all rights of subrogation as against LOOMIS Express (Canada) Ltd.;
- 3) The policies shall contain severability of interest and cross liability clauses;
- 4) The Insurers will provide LOOMIS Express (Canada) Ltd. with thirty (30) days prior written notice of any cancellation or material change in the policies.

LETTER OF UNDERSTANDING AB-A1

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR-CANADA)
(LOCAL 4050)
(HEREINAFTER REFERRED TO AS THE "UNION")**

CONVERSIONS

Owner Operator to Hourly Conversion

In the event that the Company decides to convert any Owner Operator route(s) to hourly, the following shall apply:

1. The Company will provide at least ninety (90) days' notice of the conversion to the Union and the Union and the affected Owner Operator(s).
2. The Company will meet with the Union and the affected Owner Operator(s) to discuss any issues of mutual concern relating to the conversion.
3. The affected Owner Operator(s) will be given the first opportunity to accept any hourly route(s) resulting from the conversion or may exercise their seniority rights pursuant to the Collective Agreement or may elect to resign and accept a severance payment equivalent to two (2) weeks per year of service at the prevailing hourly driver rate. These options will also be available to any Owner Operator who is bumped by another Owner Operator as a direct result of the conversion. An Owner Operator who, by accepting an hourly route or otherwise exercising his/her seniority rights to bump into an hourly position, will be given credit for all continuous service since her/her original date of service for the purposes of the collective agreement.
4. If the Owner Operator requests, the Company will either assume responsibility for the vehicle leases of affected Owner Operator(s), or, if the Owner Operator(s) owns his/her vehicle, the Company will purchase it at fair market value (based on three (3) independent quotes paid for by LOOMIS), provided the vehicle was acquired or committed to by the Owner Operator prior the date of notice under paragraph 1 above.
5. If the vehicle is leased and there remains residual equity in the lease, the Owner Operator will be compensated accordingly.
6. The Company will indemnify the affected Owner Operator(s) for any reasonable and customary business expenses already incurred or committed to for the current year which are not otherwise recoverable by the Owner Operator, including insurance, benefits, permits and cancellation fees, provided such costs were incurred prior to the date of notice under paragraph 1 above.
7. The Company will indemnify the affected Owner Operator(s) for any legal or accounting fees reasonably incurred as a result of the conversion, to a maximum of \$1,000 per Owner Operator.

8. It is understood that any Owner Operator that takes an hourly driving position as a result of these provisions will be awarded a forty hour per week position. If no such position exists, then the Owner Operator may exercise their rights to bump in the new classification.
9. If, prior to the notice under paragraph one above, the Owner Operator has incurred indebtedness directly related to the operation of his/her vehicle which exceeds the equity in the vehicle, the Company will provide the Owner Operator with reasonable financing assistance relating to such indebtedness including, if necessary, a loan to a maximum of \$5,000 subject to the conditions set out in paragraph 7) above.
10. Any dispute over the application of this Letter of understanding may be submitted to arbitration in accordance with Article 4 of the Collective Agreement.

Hourly to Owner Operator Conversion

1. Routes identified as future Owner Operator routes can be Designated and the Employees in these routes will be given the option of (1) accepting the conversion under the terms agreed to by the Company and the Union or (2) electing a severance payment equal to two (2) weeks per year of service at the Hourly Driver rate for their route.
2. If an Hourly Employee (not a Driver) is displaced and eventually loses his/her job as a result of this process, they will receive the same severance package at their rate of pay.

3. OWNER OPERATOR LANGUAGE

The Company will evaluate routes and route structures and determine which routes or combinations of routes will be designated as Owner Operator routes. If the routes to be converted are presently occupied by an Hourly Employee, the Company will notify the Union and the Employee by giving his/her three (3) months' notice of the intention to change the route to an Owner Operator route.

In the event the Company determines a current hourly route is to be converted in whole to an Owner Operator route, the Hourly Employee affected will have the option to become an Owner Operator or exercise his/her seniority.

If the Hourly Driver mentioned above elects to become an Owner Operator, the program below will apply. If the Hourly Driver chooses not to become an Owner Operator and elects to exercise his seniority, the new Owner Operator route will be posted for all Employees to bid upon as an Owner Operator route.

The Hourly Driver whose route or routes have been identified as an Owner Operator route will have the first thirty (30) days to make his/her decision.

If the Hourly Driver elects to become the Owner Operator they will be afforded the following:

- (1) If available, to purchase a Company truck of their choice at less than fair market value.
- (2) For the first six (6) months, the Company will agree to take the Company truck back for any reason except negligence, in the event the Owner Operator is unsuccessful ^{with} his route.
- (3) The newly converted Owner Operator will be afforded a credit limit of two thousand and five hundred dollars (\$2500) to defray start-up expenses for maintenance costs, subsidy payments or as a contingency fund for the first six (6) months of business, to be paid back to the Company within the first twelve (12) months of service as an Owner Operator in monthly/weekly installments, to be arranged by the Owner Operator and the Company. (Interest Free)

- (4) The Company shall reimburse to the new Owner Operator, the cost of an Accountant/bookkeeper or financial advice up to a maximum of five hundred dollars (\$500.00), for assistance in setting up his/her business.
- (5) During the first six (6) months, the newly converted Owner Operator will be allowed the following: In a Company directed conversion, the Hourly Employee who will not, or cannot utilize his/her seniority, will be given two (2) weeks' pay for each year of service with the Company (prorated), as his/her termination and severance should they choose not to elect recall status
- (6) At six (6) months the Owner Operator and the Company will assess the conversion and if the Owner Operator chooses not to continue as an Owner Operator, the following will apply:
- (7) The newly converted Owner Operator will accept a termination and severance payment equivalent to two (2) weeks' pay for each year of service with the Company (prorated).
- (8) This LOU and the ability to convert hourly employees, job, work, freight, routes etc. to Owner Operator is subject to any limitations in each provincial appendix including but not limited to any grandfathering language

LETTER OF UNDERSTANDING AB-A2

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR-CANADA)
(LOCAL 4050)
(HEREINAFTER REFERRED TO AS THE "UNION")**

PAYMENT FROM HAND HELDS

During the term of this agreement, the Company intends to implement the paying of Owner Operators from the hand held device thereby eliminating paying from Owner Operator invoices.

The Company will work with the Union and Owner Operators to develop, test, and only if successful, implement the electronic payment.

It is agreed by both parties that a pilot project will be implemented at a branch of the Company's choice for a period of sixty (60) working days, in a branch in each province. At the expiration of the sixty (60) working days the Company will meet with a committee of no less than three (3) Owner Operators appointed by the Union, Unit Chair and/or designate for the purposes of studying and resolving any issues related to the program.

Should the electronic device fail and the company cannot recover the data for that day. The Owner operator will be paid the average over the last ten (10) working days for that day.

This program will not be implemented without the Union's approval in writing

LETTER OF UNDERSTANDING AB-A3

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR-CANADA)
(LOCAL 4050)
(HEREINAFTER REFERRED TO AS THE "UNION")**

COMMUNICATION

This will confirm the parties' agreement on a resolution to the issue for Owner Operators in Alberta.

The Company will be reviewing alternatives to provide either pagers or other communication devices for the current Owner Operators that have not been provided with a Company-issued communication device. In the event that we are unable to provide an alternative to these Owner Operators within thirty one (31) days of ratification, they will be provided with a \$25.00 per month payment as compensation for cellular phone expenses, provided that the drivers will be contactable during working hours.

This payment will cease when a pager or other communication solution is provided to these Owner Operators for receiving customer pick up requirements and other operational communications.

LETTER OF UNDERSTANDING AB-A4

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR-CANADA)
(LOCAL 4050)
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MESSENGER DELIVERY BUSINESS

In the event that LOOMIS Express (Canada) Ltd. reenters the messenger delivery business, the Company commits that it will meet with the Union 120 days in advance to discuss and agree on classifications and rates.

LETTER OF UNDERSTANDING AB-A5

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR-CANADA)
(LOCAL 4050)
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OWNER OPERATOR VACATION

The Company will investigate the Ontario model for vacation relief to determine the feasibility of implementing in AB. It is necessary to properly evaluate the rural nature of the routes as well as the price/availability of contractor options vs. relief driver use.

If feasible, a program could be developed for the year 2010.

LETTER OF UNDERSTANDING AB-A6***BETWEEN***

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
(LOCAL 4050)
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OWNER OPERATOR ADJUSTED CORE ZONES-FORT MCMURRAY, ALBERTA BRANCH

In recognition of the fluctuations in the economy and therefore operating expenses of the Owner Operators in the Fort McMurray, Alberta Branch, the Company has determined it is appropriate to make the temporary adjustments in the core zone tables for this particular branch.

These adjustments are for the purpose of accounting for the changes of the economy in the local area, as related directly to the Oil industry. The implementation of this adjusted core zone is on a without prejudice basis and may not be used to establish a precedent in this or any other area.

Route	Core Zone
D601	2.303
D602	2.732
G603	2.466
D604	4.157
D605	4.970
D606	4.632

After 30 calendar days, the temporary adjusted core zones will be reviewed and further adjustments may be implemented for greater accuracy. The company at its own discretion may remove the adjusted core zone rates at any time by providing 2 weeks' notice in writing to the union chair. Affected Owner Operators will be notified as soon as possible following the notice being given to the union chair.

ALBERTA HOURLY SPECIFIC**ARTICLE AB-B1 - SCHEDULING WORKING HOURS AND OVERTIME****AB-B1.01 Monthly Meeting to Maximize Hours for Posting**

The Company and the Union designates at a depot shall meet monthly to review all hours available for the purpose of maximization to determine future postings or increases to existing postings.

The Company shall maximize all hours at each depot to provide the most full time eight hour shifts possible.

The Company must also maximize shifts of less than eight (8) hours in length by combining all available hours to build shifts as close to eight (8) hours as possible. This will include casual hours.

AB-B1.02 Work Week

The work week will be Monday through Sunday, consisting of five (5) consecutive days of work, eight (8) hours per day, forty (40) hours per week for all regular full-time employees, except as provided in clauses B1.07 and B1.08. All time worked in excess of forty (40) hours per week and over eight (8) hours per day will be paid at one and one-half (1-1/2) times the basic rate.

The Company shall provide a minimum of two (2) hours' notice for mandatory overtime except in the event of an emergency where employees will be required to work on short notice. Where it is proven that the Company did have two (2) or more hours' notice but used the short notice requirement, then all overtime hours worked shall be paid at double time.

AB-B1.03 Entitlement to Benefits

Any regular full-time or part-time Hourly Employees working twenty (20) hours or more per week shall be entitled to the full or pro-rated rights and benefits of this Collective Agreement.

AB-B1.04 Reporting Pay

Any full-time or part-time Hourly Employee ordered to report to work at a time specified by the Company, and who does report for work at the said time will be guaranteed a minimum of four (4) hours work or four (4) hours pay in lieu thereof; unless the Employee quits, or is discharged for just cause prior to the completion of four (4) hours. Any full-time employee who works beyond four (4) hours on his or her regularly scheduled work day will be paid according to the regular hours scheduled for that day unless the Employee quits, or is discharged for just cause prior to the completion of the shift.

AB-B1.05 Banked Overtime Grandfathering List

The following employees will be grandfathered on the banked OT program:

- (1) Richard Halliday
- (2) Steve Potter
- (3) Sharon Roberts

AB-B1.06 Four Day Ten Hour Work Week

Upon mutual agreement, in writing, between the Company and the Union, a shift comprising four (4) consecutive days and ten (10) consecutive hours per day, excluding lunch period shall be established.

AB-B1.07 Additional or Supplementing of Hours

Regular part-time Hourly Employees will be given the first opportunity by company seniority and by classification to supplement their hours of work by indicating their desire in writing to be called for additional hours.

AB-B1.08 No Contracting Out of Clerical Work

The Company shall not contract out any bargaining unit work within the Clerical Group except in the event of incidental absence or work overload where no qualified Hourly Employee is available on a straight time or overtime basis. The Company may then use the services of a clerical agency for a period not exceeding ten working days unless mutually agreed by the Union.

The Company and Union agree to jointly monitor the use of temporary agency Hourly Employees by:

- (a) Providing to the Union a monthly list of all temporary agency Hourly Employees who have worked more than ten days in the month showing classification worked, number of days worked and reason for engagement, and
- (b) Upon request a meeting will be convened to review the use of agency Hourly Employees with the view of investigating ways and means to return this work to bargaining unit Hourly Employees, i.e. creation of seasonal temporary positions (vacation relief).

AB-B1.09 Split Shift Payments

All Hourly Employees working split shifts with a break of two (2) hours or more excluding a lunch period will receive twelve dollar and fifty cent (\$12.50) payment. No split shift shall exceed twelve (12) hours in duration excluding a lunch period of one (1) hour. Should it exceed twelve (12) hours, then the succeeding hours shall be at the overtime rate.

AB-B1.10 Overtime Rights and Rules

- (a) The Company, wherever practicable, will endeavor to utilize the qualified available Hourly Employee with the most company seniority in that classification for overtime assignments when those assignments are known in advance and involve four (4) or more hours of work.

Any Hourly Employee who wishes to be considered for such assignments must advise the Company in writing and update the advice by the first (1st) working day of each month.

- (b) In instance of early call out involving less than four (4) hours overtime, and where the hours of overtime will be equal, and where practicable, the qualified Employee with the most company Seniority within the classification is to be offered the overtime.

- (c) Additional hours which are a continuation of a regularly scheduled run or shift are exempt from the provisions of Clauses AB-B1.10 (a). In this situation, overtime will be voluntary down the seniority list for qualified Hourly Employees and mandatory up the seniority list for qualified Hourly Employees based on company seniority within the classification.
- (d) The maximum mandatory overtime will be twenty-five (25) hours per month.

AB-B1.11 Paid Rest Periods

All Hourly Employees covered by this Collective Agreement shall, for each four (4) hour period or major portion thereof, have a fifteen (15) minute Company paid rest period.

AB-B1.12 Meal Breaks

All shifts over five (5) consecutive hours shall have a one half (½) hour unpaid meal break, between the third (3rd) and sixth (6th) hour, unless otherwise mutually agreed to by the Company and the Employee.

ARTICLE AB-B2 - HOLIDAYS

AB-B2.01 Statutory Holidays Observed

The following Statutory Holidays will be observed with pay:

New Year's Day	Canada Day	*Remembrance Day
*Family Day (Alberta)	First Monday in August	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

*The Company may substitute lieu days for Family Day and/or Remembrance Day for all Hourly Employees or part of the Hourly Employees eligible for these holidays. Such lieu day to be taken on a day selected by the Employee, providing the Employee gives the Company not less than one (1) weeks' notice of his/her intention to take this lieu day.

AB-B2.02 Holiday Paid in Addition to Vacation Pay

An Hourly Employee shall be paid for any statutory holiday falling during his/her vacation, in addition to vacation pay.

AB-B2.03 Day in Lieu

If a recognized holiday occurs during an Hourly Employee's vacation or on a regular day off, the Employee, by mutual consent, shall receive a day off with pay or a regular day's pay at straight time. Should the Employee choose a day off, it may be taken on the first working day following his/her vacation.

AB-B2.04 Eligibility

Eligible Employees are those Hourly Employees who are full-time and part-time Employees regularly scheduled to work a minimum of twenty (20) hours per week, and have been employed in excess of thirty (30) calendar days. An eligible Employee will be entitled to pay for the above noted holidays, although no work is performed, provided that on the regularly scheduled day preceding and the

scheduled day following such holidays the employee is at work or on an approved leave of absence or vacation.

AB-B2.05 Payments for Statutory Holidays

Part-time Hourly Employees will be paid five percent (5%) of his/her previous thirty (30) days earnings for the holiday.

Full-time Hourly Employees will be paid their normal days' pay if the holiday falls on their regularly scheduled day of work, and the same amount if the holiday falls on a non-regularly scheduled day of work.

Casual workers will be entitled to vacation and statutory holiday benefits as outlined in the Canada Labour Code.

AB-B2.06 Method for Computing Holiday Pay

Holiday pay will be computed by multiplying the Employee's basic hourly rate of pay by the number of hours worked in the Employee's regularly scheduled work day.

AB-B2.07 Four Day Ten Hour Work Week Holiday Pay

Those Employees working under a long day, short week agreement will receive their normal days' pay if the holiday falls on their regularly scheduled day of work. If the holiday falls on a non-regularly scheduled day of work, the Employee will receive ten (10) hours pay at the basic rate for his/her classification.

AB-B2.08 Payments for Shifts Start

If an Employee's normal shift starts prior to twelve (12) midnight of the day before the declared holiday, he/she will be paid at his/her regular scheduled rate. Any Employee commencing work before twelve (12) midnight of the declared holiday will be paid at time and one-half (1 ½ times) for the day worked in addition to the holiday pay but this will not apply if the Employee receives a day off in recognition of the holiday.

AB-B2.09 Proclamation of New Statutory or New General Holidays

In the event a statutory (general) holiday is proclaimed by the Federal Government, such holiday shall also be observed if not already listed in the above holidays.

AB-B2.10 Determination of Holiday Day

In the case of a general holiday falling on a Monday, Hourly Employees whose work week commences on Sunday, Sunday shall be their general holiday and their work week will then commence on Monday. In the case of a general holiday falling on a Friday, Employees whose shift commences on Thursday and ends on Friday, Thursday shall be their general holiday and their work week would then be completed on Thursday morning.

AB-B2.11 Separate Agreement for Family Day and Remembrance Day

It is agreed for the Statutory Holidays of Family Day and Remembrance Day, to facilitate operational needs, there may be the occasion that some Employees' shifts may be altered to accommodate the fluctuations in business. In these cases,

the Employees will be given the day before or the day following the holiday or on a day mutually agreed between the Employee and the Company.

ARTICLE AB-B3 - VACATION AND VACATION PAY

AB-B3.01 Posting of Seniority Lists for Vacation Purposes

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

AB-B3.02 Vacation Selection, Approval and Posting

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

Such approval or disapproval shall be given in writing within fourteen (14) calendar days of the request.

The completed vacation schedule shall be posted by April 15th and copied to the Local Chairperson and Local Union office.

AB-B3.03 Percentage of Employees Allowed off on Vacation

The Company shall permit at least seventeen percent (17%) of the Employees within each shift of each group at each depot and covered by this Agreement (rounded to the next highest whole number), to take vacation at the same time.

The following groups are recognized for the purpose of vacation only.

- Clerical
- Hourly Driver
- Customer Service Counter
- Warehouse Employees with a start time between 7 am to 3 pm
- Warehouse Employees with a start time between 3 pm to 11 pm
- Warehouse Employees with a start time between 11 pm to 7 am

AB-B3.04 Splitting of Vacations

Employees with more than three (3) years of service may split one week of their vacation per calendar year into days. Should an Employee elect this option, selection of these days will take place within fifteen (15) calendar days after all other employees within the Branch have had their opportunity to elect vacations outlined in Article B3.02.

Employees may request to split up to five (5) additional days provided they are not utilized on consecutive weeks or between June 15 and September 15.

- (a) Understanding that seasonal lay-off period i.e. Christmas excluded in using split days allotment.
- (b) Understanding that the additional five (5) day split is not intended to be used on a consecutive basis to shorten the normal work week during the summer period (June 15 - September 15).

AB-B3.05 Vacation Pay

Full-time and part-time Hourly Employees who have completed one (1) year as regular Employees shall be entitled to vacation pay on or after their Company seniority dates. Regular full-time Employees only will be paid the greater of:

- all amounts accrued to their vacation bank from the preceding (12) months allocated over the number of hours of entitlement
- or the vacation weeks entitlement at their current rate of pay

For Owner Operators that transfer to an hourly position, entitlement to vacation & vacation pay will coincide with the Owner Operator's anniversary date of transfer to hourly status.

VACATION SERVICE REQUIREMENTS AND ENTITLEMENT

Years of Service	Entitlement Weeks	% of Earnings	Or Entitlement in Hours
One (1)	Two (2)	4%	80
Three (3)	Three (3)	6%	120
Seven (7)	Four (4)	8%	160
Twelve (12)	Five (5)	10%	200
Twenty (20)	Six (6)	12%	240

AB-B3.06 Part Time Employees Vacation Pay

Regular part-time Employees will receive vacation pay to the percentage entitlement applied to their annual gross earnings for the anniversary year for which they are receiving their vacation in accordance with B3.05 above.

AB-B3.07 Payment by Separate Deposit

Vacation pay shall be paid to the Employee by separate cheque with the pay immediately preceding his/her departure on vacation by request only. Otherwise, the Employee shall receive their pay as per the normal schedule.

AB-B3.08 Call In or Working During Booked Vacation

Hourly Employees, while on vacation, cannot be called in to work unless the Employee agrees. When an Employee is called in, by mutual agreement, the Employee will have the right to negotiate his/her remaining vacation prior to returning to work.

AB-B3.09 No Accumulation of Vacation

Employees must take their earned vacation for which they are eligible, within twelve (12) months from the end of the anniversary year for which the vacation was earned. No Employee will be permitted to accumulate vacation from year to year.

AB-B3.10 Full Time Credit for Vacation

For the purpose of determining when a full-time Employee qualifies for vacation and vacation pay, the parties agree that when a regular full-time Employee has worked a minimum of sixteen hundred (1600) hours in the first twelve (12) months following the anniversary date, the Employee will be eligible for vacations as set forth above.

AB-B3.11 Definition of a Years' Service

Sixteen hundred (1600) accredited hours will constitute one (1) years' service but no Employee will be permitted to accumulate more than one (1) years' service or additional fraction thereof in any single anniversary year.

AB-B3.12 Definition of Credited Hours

Credited hours will be those hours actually worked or credited as follows including: recognized holidays, vacations, funeral leaves, jury duty, leave of absence due to Union business and hours lost by reason of accident or illness during an anniversary year for a period not to exceed sixty (60) days or four hundred and eighty (480) hours if the Employee has less than sixteen hundred (1600) hours of work in that anniversary year to qualify for a vacation herein stipulated.

AB-B3.13 Credited Hours

Regular part-time and those regular full-time Employees, who have been credited with less than sixteen hundred (1600) hours in their anniversary year, will be paid the appropriate percentage of their regular pay. That is, four (4) percent, six (6) percent, eight (8) percent, ten (10) percent, or twelve (12) percent based on their length of service, earned since their last completed anniversary year.

AB-B3.14 Mandatory Vacation Usage Requirements

Any Employee who notifies the Company not later than March 31st, will be allowed to work any week or weeks of vacation entitlement at straight time, providing he/she takes not less than the minimum vacation required by Labour Canada.

ARTICLE AB-B4 - HEALTH AND WELFARE**AB-B4.01 Plan Overview and Costs**

The Company shall provide a comprehensive health and welfare plan, the cost of which, to the Employee, will be the equivalent of one percent (1%) per month of regular earnings.

- Major Medical – includes prescription card, no deductible

- Dental Plan – includes reimbursement based on the Alberta Dental Fee Guide plus an inflationary protection.
- Life Insurance
- Accidental Death and Dismemberment
- Wage Indemnity: Short-term Disability
- Long-term Disability
- Felonious Assault Insurance
- Personal Accident (Optional)

Vision Care - \$350.00 every 24 months for the employee and eligible dependents, no deductible. Eye examinations are covered over and above to a maximum of \$40.00 yearly.

(a) **Alberta Health Care Premiums**

At the Employee's option, the Company will pay the Alberta Health Care Insurance premiums.

(b) **Benefit Details to be Provided by Company**

The Company agrees to provide all Employees with current details and information covering all Employee benefit programs for which Employees covered by this Agreement are entitled to participate.

(c) **No Changes Allowed to Benefits or Plans**

The company shall not lower, change, modify or delete any benefits in place during the term of this agreement without the Union's agreement. Should it be necessary to change benefit providers, and the composition of the benefit package is unable to be maintained in its current form, the parties agree to meet to resolve the issue prior to any change being implemented.

AB-B4.02 Group Accident Insurance

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

AB-B4.03 Medical and Hospital Services Plan

The Company will provide the medical and hospital services plan for those eligible Employees who work a minimum of twenty (20) hours per week.

AB-B4.04 Dental Plan

The Company will provide the dental plan for eligible Employees and their eligible dependents. The effective date of the dental plan is the first day of the calendar month following ninety (90) days after date of hire.

AB-B4.05 Short Term Disability

Short Term Disability benefit commences on the first day of accident/surgery and the fourth day of sickness. Benefit is based on seventy percent (70%) of average weekly earnings up to five hundred dollars (\$500.00) per week for the first fifteen (15) weeks. Average weekly earnings will be based on the six weeks prior to disability. An increase in the maximum payment will be automatic in accordance

with U.I.C. standard. Any decrease in the U.I.C. maximum shall not affect the average weekly earnings rate.

AB-B4.06 Long Term Disability

Wage Indemnity: Upon completion of ninety (90) days employment, the Company will make available to eligible Employees a Long Term Disability Group Plan (Salary Continuance). Eligibility commences after fifteen (15) weeks. The plan provides a disability income based on seventy (70) percent of average weekly earnings up to five hundred dollars (\$500.00) per week. The total disability period shall be a maximum of eighteen (18) months calculated from the commencement of the short-term disability claim.

AB-B4.07 Felonious Assault Insurance

The Company will provide felonious assault insurance for all employees on the payroll from the date of employment in the amount of twenty thousand dollars (\$20,000.00).

AB-B4.08 Dependent Coverage

Dependent coverage of Major Medical / Dental / Vision

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

Eligible dependents include: the Employee's spouse (including a married spouse or a common-law spouse of the same or opposite sex), and the Employee's children (including a natural child, adopted child, stepchild, and child under a guardianship order).

Declaration of Common-law Status for Benefit Eligibility;

The employee must complete a Declaration of Status document in order to qualify for health & welfare benefits. Eligibility commences after one (1) year of common-law status.

A spouse is deemed to be:

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

AB-B4.09 Benefit Booklets

The Company agrees to provide updated booklets and forms electronically.

ARTICLE AB-B5 - SICK LEAVE BENEFITS**AB-B5.01 Calculation of Sick Days**

Employees who work sixteen hundred (1600) hours or more per year in the previous year shall, upon each anniversary year of employment, have six (6) days, forty-eight (48) straight time hours sick leave with pay placed in their sick leave bank. Unused sick leave days will be paid out at straight time rate at the end of each anniversary year.

AB-B5.02 Part Time Employees Calculations

Regular part-time Employees will be credited with sick leave based on hours worked for each anniversary year of employment multiplied by a factor of .023. Unused sick leave days will be paid out at straight time rate at the end of each anniversary year.

AB-B5.03 No Loss of Seniority When Off Work

There will be no loss of Company seniority for Employees on medical leave of absence, illness, workers' compensation, except as may be mutually agreed upon in writing between the Company and the Union.

AB-B5.04 Payment for When Injured on the Job

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

AB-B5.05 Pay Out When Transferring to Owner Operator Status

Dependent Contractors who have transferred from hourly status will be paid out immediately upon signing.

AB-B5.06 Use of Sick Day Credits for Other than Being Sick

Employees will be eligible to use their sick leave entitlements for day care conflicts, family emergencies, and dental/medical appointments.

ARTICLE AB-B6 - HOURLY SENIORITY**AB-B6.01 Use of Seniority**

Under the following conditions an Employee shall have the right to exercise his/her Company seniority to any position within their Group to which his/her Company seniority will entitle them at their location:

- i) When his/her hours of work are reduced,
- ii) When his/her start or finish times are changed one and one half (1-1/2) hours or more except where a split shift is involved where the shift is changed one hour or more.

In the event a case of personal hardship can be substantiated the employee may by mutual agreement between the Company and the Union, exercise their seniority rights for a shift schedule change greater than fifteen (15) minutes.

AB-B6.02 Casual Employee Rules and Rights**(a) Casual Work in Seniority Order**

Casual workers will be allotted work or called in for work in company seniority order by location.

(b) Usage of Casual Employees

Casuals shall be employed to relieve in positions occupied by regular full-time and part-time Employees or during overload or peak periods of work subject to item (ii) below.

Without limiting the foregoing, the Company may call casual workers to relieve positions normally occupied by regular or part-time Employees who are absent from work for any reason. Casuals will be utilized to perform work outside of scheduled work periods and during overload or peak periods of activity, but shall not be used to circumvent the hiring of regular full-time or part-time Employees. Clauses 1.05 and 1.06 are applicable to casual workers. The above conditions include but are not limited to:

- (i) Vacation relief,
- (ii) Sick leave relief (W.C.B., weekly indemnity),
- (iii) Leave of absence - education, maternity, compassionate,
- (iv) Work that cannot be made part of an existing position except as provided in Clause AB-B6.02 (a).

(c) Posting of Casual Work and Hours as Full or Part Time Positions

Casual work shall be posted as a regular part-time or full-time position when any of the following applies:

- (i) The work involves a minimum of twenty (20) hours per week for four (4) weeks in seven (7) or
- (ii) The work has, after the fact, resulted in an average of twenty (20) hours per week for four (4) weeks in seven (7).

(d) Casual Employees Requirement to Provide Availability

In order to ensure the Company is able to schedule an adequate number of Hourly Employees on each shift, Casual Hourly Employees will provide the Company with their available dates on a bi-weekly basis.

(e) Regular Employee Declaring Casual Status During Layoff

A regular Employee who is laid off for lack of work may, at his/her option, have his/her name placed first on the casual call list. Such declaration shall be made in writing within five (5) calendar days of actual lay off. Regular Employees who elect to protect casual work shall maintain and accumulate Company seniority and benefits. Benefits will consist of continuous health and welfare items, i.e. Provincial Medical and Dental for a maximum period of sixty (60) days following the month of layoff.

(f) Monthly Casual Lists and Requirements

The Company shall provide to the Union, a monthly report of all casual workers showing branch, classification and number of hours worked during each pay period for the previous six (6) month period of this Agreement.

AB-B6.03 Probationary Employees

All new Employees shall be considered on probation during the ninety (90) days following the beginning of their employment. In the event that a casual worker secures a part-time or full-time position, he/she will be required to serve a probationary period of 514 hours with the Company which will include hours worked as a Casual Employee, if found unsuitable during this period, such Employee will not be retained in the service. Following completion of this ninety (90) day period, the Employee shall be placed on the seniority list and his/her Company seniority shall be established retroactively from his/her date of last hire.

AB-B6.04 Loss of Seniority

An Employee shall lose his/her Company seniority in any of the following events:

- (a) He/she is discharged for cause or during the probationary period;
- (b) He/she voluntarily leaves the employ of the Company;
- (c) He/she fails to report for work after a lay-off within five (5) working days following the recall date of return to work and notification by registered mail;
- (d) He/she fails to report to work for three (3) working days without notifying the Company, except for a bona fide emergency;
- (e) He/she is promoted and remains outside the bargaining unit for sixty (60) calendar days or longer;
- (f) He/she has been on lay-off for a period of twelve (12) months or longer;
- (g) He/she transfers to another district or terminal with the Company but outside the bargaining unit.
- (h) He/she fails to provide ongoing proof of disability every three (3) months while on a medical leave of absence (not WCB) or as otherwise required by the insurance carrier.

AB-B6.05 Forfeiture of Seniority

An Employee shall forfeit his/her Company seniority if he/she does not notify the Company, in writing, of his/her choice to accept the layoff or to exercise their bumping rights within one (1) calendar week from the date the Employee is given notice of actual displacement or abolition of his/her position.

AB-B6.06 Seniority during Leave of Absence

Employees on leave of absence may not exercise seniority for job vacancies posted during this period.

AB-B6.07 Extra Hours for Clerical Employees

Clerical Employees who have the desire and ability to work extra hours in the warehouse will be allowed to, provided they are aware of the required safety equipment and provide same at their own expense, and this opportunity will be given after all other Employees in the Warehouse Group, including casuals, are given the opportunity as per the Collective Agreement.

Clerical employees who perform or have performed warehouse duties in excess of four hundred (400) hours in the previous twelve (12) months, will upon application be provided the reimbursement identified in Article AB2.02. Any subsequent reimbursement shall be provided every additional 2,080 hours of warehouse work performed.

ARTICLE AB-B7 - LAYOFFS**AB-B7.01 Seniority to Govern**

The Company and the Union accept the principle of seniority in lay-offs and recalls and agree that seniority will govern if the Employee possesses the required qualifications and ability, according to the following steps.

- (a) Casual Employees within a Group shall be the first to be laid off in reverse order of company seniority; no casual shall be able to bump any part time or full time employee.
- (b) A part time or full time employee with the least Company seniority within the group affected by the layoff shall have the option of accepting the layoff or exercising his or her seniority rights as follows.
- (c) The Employee may:
 - (i) Exercise his/her Company seniority to bump any junior employee within the same group at the depot, or
 - (ii) If no position is available at the depot, the employee may exercise his/her company seniority to bump an employee with less company seniority within the same group at any other location covered by this agreement. The employee in this case shall retain their company seniority upon transfer to the new location
- (d) If the Employee does not obtain a position through the exercise of seniority rights, the Employee shall be laid off.

AB-B7.02 Recall of Employees

When adding to the work force of Employees covered by this Agreement, any Employees previously laid off will be recalled on the basis of Company seniority by group and by depot if the Employee possesses the required minimum qualifications and ability to perform the job. Employees who wish to be considered for recall to a different Group at the Branch must submit a written standing application.

These Employees will be considered based on Company seniority if the position is not filled from within the Group at the Branch.

Part time and full time employees will be recalled prior to any casual employee regardless of seniority.

AB-B7.03 Notification of Recall

The Company will notify such Employees at their last known address by registered mail. If such Employees fail to report within five (5) working days after notification, the standing as an Employee of any such person failing to report within five (5) days will be forfeited.

AB-B7.04 Notice or Pay in Lieu of Layoff

In the event of a lay-off, Employees employed more than three (3) consecutive months will receive two (2) weeks' notice of such layoff or two (2) weeks' pay in lieu of notice.

AB-B7.05 Technological Change

The Definition of technological change to include operational and organizational change, the provisions of the Canada Labour Code to apply.

AB-B7.06 Severance Pay

All employees who have completed one (1) year of company service shall receive a separation allowance of two (2) weeks of regular pay for each completed (or major portion thereof) year of service.

If the Employee accepts the severance pay, then they will be stricken from the seniority list and will no longer be considered an employee of the Company.

AB-B7.07 Returning Employees

An Employee returning from vacation or leave of absence (including illness, injury, workers' compensation, maternity/paternity leave) shall resume his/her former position at his/her former Branch. Should this position be altered, then the rules outlined in Clause AB-B7.01 shall apply.

ARTICLE AB-B8 - SPECIAL LEAVES

AB-B8.01 Bereavement Leave

If a regular Employee suffers a death in the immediate family such Employee, upon request, will be granted such time off with pay as is necessary to make arrangements for the funeral, and to attend, not to exceed four (4) working days. If necessary, in the case of members of the immediate family, funeral leave may be extended by an extra two (2) days. The extra two (2) days so granted are to be deducted from the employee's sick leave or vacation bank. This provision does not apply if the death occurs during the Employee's paid vacation or while the Employee is on leave of absence or lay off.

An employee who is notified during their shift of the death of any relative shall receive the remainder of the day off with pay which shall not count against the bereavement leave entitlement.

For the purposes of this provision, the immediate family will be restricted to spouse (included is the spouse of an alternative lifestyle couple), parents, children,

sisters, brothers, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, grandchildren, step-parents, brother-in-law, sister-in-law and any relative in the Employees' domicile.

AB-B8.02 Jury Duty

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

AB-B8.03 Leave of Absence

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

AB-B8.04 Maternity/Paternity Leave

An Employee will be granted a leave of absence from employment for the purpose of maternity, paternity and adoption leave as per the parental benefits in the Employment Insurance Act.

ARTICLE AB-B9 - JOB POSTING

AB-B9.01 Posting Requirements

(a) Posting and Awarding Process

When an Employee permanent vacancy occurs for any reason, the Company will post within five (5) days at all locations the appropriate depot or Branch, the said vacancy for five (5) working days, in order that the employees may bid for the vacancy in writing. Such notice shall provide information regarding the classification, route number if applicable, service area and scheduled hours. A copy of such notice will be forwarded to the Local Chairperson and Local Union Office. Selection will be on the basis of the Employee's seniority and qualifications. The senior qualified applicant will be awarded the position within five (5) working days of the closing of the posting. The posting will be awarded first by Company seniority within the Branch then the Province. The successful Employee or Owner Operator shall not be eligible to bid on another posted vacancy for a period of three (3) months from the date of his or her awarding of the position.

Employees shall assume their new postings within (30) calendar days unless the Company can provide proof that they are unable to replace the affected position within the thirty (30) day timeline.

If an Employee or Owner Operator is qualified and awarded the vacancy, he or she must be willing and available to commence duties at the new Branch within thirty (30) days of the position being awarded.

(b) Standing Applications

The Company shall accept standing applications from Employees or Owner Operators outside the Branch where the vacancy exists. These applications will remain valid and on file for a period of one (1) year. These applications will be considered based on Company seniority only if no qualified Employee or Owner Operator applies from within the Branch where the vacancy exists.

(c) Trial Period

All existing Employees or Owner Operators who are awarded a posted position must serve a sixty (60) day trial period in their new position. Unless requirements have changed, Employees or Owner Operators who have previously qualified will not be required to repeat the sixty (60) day trial period. Any Employee the Company determines does not qualify for an awarded position after a trial period will revert to their former position and rate of pay.

AB-B9.02 Work Schedule Changes

A work schedule change of less than one and a half (1.5) hours will not require job posting. In an emergency one-time situation a work schedule may be changed by more than one and a half (1.5) hours without the required one (1) week posting.

AB-B9.03 Notification of Successful Bidder

Eligible employees who apply for posted job vacancies shall be notified in writing of the name of the successful bidder. A copy of this notification will be given to the Local Chairperson and Local Union Office.

AB-B9.04 Temporary Vacancy Postings

(a) Posting and Awarding Process

All vacancies that are temporary in nature that are expected to be, or known to be, for thirty (30) working days or more will be posted as a temporary vacancy and awarded to Employees in order of Company seniority by group within that Depot. To be eligible to fill such a posted position an Employee must be qualified for the position and must have worked or trained in the position prior to the posting.

(b) Length of Temporary Posting

This procedure will apply for the duration of the temporary vacancy. When the person that is temporarily absent returns to their posted position those filling the temporary vacancies created by the absence will return to their previous position(s).

(c) Use of Relief Drivers

For all positions requiring driving it is understood that relief drivers will be utilized first to fill the temporary vacancy while the temporary vacancy is being posted and awarded as per (a) above.

AB-B9.05 Posting Rules

This entire Article will apply only to the filling of the original vacancy created, and the next vacancy thus created. All other resulting vacancies will be posted for forty eight (48) hours and will be awarded to the senior qualified Employee or Owner Operator as per AB-B9.01 above.

When hourly positions are restructured and the result is less or the same amount of positions after such restructuring then the affected positions shall be posted and awarded by company seniority in the affected classification only.

Should an employee not secure a posting due to restructuring then they may exercise their rights as per AB-B7.01 above.

Should the restructuring or movement of employees create a vacancy then AB-B9.01 above shall apply.

AB-B9.06 Reservation to Implement Changes to Positions and Hours

The Company agrees to follow this posting procedure, but reserves the right to implement changes to the position. Altering of work hours may be done, in which case AB-B6.01 shall prevail.

ARTICLE AB-B10 - EQUIPMENT**AB-B10.01 No Requirement to Operate Unsafe Vehicles or Equipment**

The Company will not require Employees to operate any vehicle on the streets or highways that is not in a safe operating condition or equipped with safety appliances prescribed by law or that has not been passed by the Safety Inspection Board of the Department of Motor Vehicles, where applicable. It will not be a violation of this Agreement when the Employees refuse to operate unsafe vehicles or those not properly equipped as prescribed by law. All unsafe vehicles shall be locked out and red tagged.

AB-B10.02 Reporting of Vehicle and Equipment Malfunctions and Defects

Employees will immediately, or at the end of their respective shifts, report all vehicle malfunctions and defects of equipment. Such reports will be made on a suitable form furnished by the Company and will be made in multiple copies; one (1) may be retained by the Employee.

AB-B10.03 Unsafe Vehicle Process, Rights and Rules

The Company will not ask any Employee to take out a vehicle until it has been approved as being safe by the Company. In the event of a dispute over the condition of a vehicle, the matter shall be resolved after consultation between a member of Management and a certified mechanic. Such certificate shall be in writing.

AB-B10.04 Handcarts

Employee operated vehicles will be equipped with a handcart.

AB-B10.05 Company Responsibilities

It is the responsibility of the Company to maintain Company vehicles and equipment in good running condition.

AB-B10.06 Mandatory Vehicle Requirements

All vehicles will be equipped with adequate heaters, wipers and defogger. These will be kept in good operating condition at all times. The driver's area will include a protective barrier between the driver and the freight.

AB-B10.07 Windshield Washer Solution and Motor Oil

Windshield washer solution and motor oil shall be made readily available at all times at the Company's expense for Company vehicles.

AB-B10.08 Damage While Towing

Drivers will not be responsible for damage while towing or pushing a vehicle, if instructed to do so by the Company.

AB-B10.09 Obligation to Provide Competent People to Move Vehicles

The Company will provide qualified competent people to move vehicles on company property when required who shall do so in a safe and proper manner.

ARTICLE AB-B11 - MEDICAL EXAMINATIONS**AB-B11.01 Company Requested Examinations**

Any medical examination requested by the Company shall be promptly complied with by the Employee, provided, however, that the Company shall pay for such examination.

AB-B11.02 Payment for Examinations

- (a) When a medical examination is required by the Company, other than a medical for pre-employment, for W.C.B. or Wage Indemnity, the Employee shall be paid for actual time involved not to exceed four (4) hours if during working hours.
- (b) Any Employee who drives a motor vehicle in the course of employment must take a medical examination to verify his/her right to drive such motor vehicle. Such examination not paid for under the Provincial Health Plan will be paid for by the Company.

AB-B11.03 Procedure When Employee Ruled Unfit

If, following a Company requested medical examination, any Employee is deemed physically incapable of carrying out his/her regularly assigned duties, the following procedures shall be followed:

- (a) The Company shall notify the Employee of the medical findings in respect to the Employee. Should the Union or the Employee disagree with the said

findings, the Employee, at his/her own expense, if such expenses are not covered by the Provincial Health Plan, shall have the right to be examined by his/her personal physician.

- (b) Where there is no agreement between the Company's physician and the Employee's physician on the condition of the Employee, the two (2) physicians shall select a medical consultant to examine the Employee with respect to the dispute.
- (c) The findings of the consultant shall be final and binding on all parties.
- (d) The remuneration of the consultation shall be borne by the Company if the decision is for the Employee and against the Company and by the Union if the decision is against the Employee.
- (e) Should the consultant deem the Employee to be capable of carrying on with his/her assigned duties, then the Employee shall not suffer any loss of earnings caused by his/her having been removed from, or temporarily suspended from his/her regularly assigned duties.

AB-B11.04 Disabled and Unfit Employees

- (a) The Parties will make every effort possible to locate a suitable position for an employee deemed physically incapable of performing his regularly assigned duties. Should an employee be reclassified as a result, he/she will be paid at the then existing rate of his new classification. All exceptions to the seniority provisions of the Collective Agreement must be mutually agreed upon in writing by the Parties. An employee placed on a job because of a disability will have their status reviewed at least annually, jointly by both parties. For the purpose of this Article, the parties shall be the Local President, National Representative and the Manager, Human Resources or designate
- (b) In the event that no position can be identified to accommodate the employee, they will be placed on medical leave of absence without pay.
- (c) When an employee is cleared medically for light duty work, and there is no suitable position for the employee, the employee will be entitled to remain on Weekly Indemnity, as per the time limits of the benefits contract. In the event an employee is placed on a light duty position and is subsequently determined to be medically unsuitable, he/she may return to Weekly Indemnity with no impact on the plan.
- (d) An employee who is incapacitated as a result of on the job illness or injury will be entitled to Workers compensation and the prevailing WCB policy and practice regarding vocational rehabilitation shall govern.

AB-B11.05 Notification of Examination

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

AB-B11.06 Payment for Doctors Notes and Physicians Form

- (a) If requested by the Company, the cost of obtaining a doctor's note or the completion of physician forms will be fully covered by the Company. Such reimbursement shall be made to the Employee on the next available pay cycle once the receipt has been submitted.
- (b) All medical form reimbursements must be paid to the employee within fifteen (15) days of submission or the Company will pay a one hundred (100%) percent penalty.

ARTICLE AB-B12 - MISCELLANEOUS

AB-B12.01 Layovers and Out of Town Routes

- (a) During the period layover, the Employee is relieved of all responsibility for the vehicle and cargo and is free to come and go as he/she desires. The Employee is in no way regarded to be on duty during such layovers. The vehicle will be parked/secured in a designated secured parking area.
- (b) Employees scheduled on out-of-town routes requiring a nonscheduled layover due to acts of God will be paid five dollars (\$5.00) per hour for each hour of layover outside their scheduled shift. During this off duty period the Employee is absolved of all responsibility for company property, as long as the agreed to security policy has been adhered to.

AB-B12.02 Discharge in Writing

Employees who are discharged for cause will have their discharge and reasons for same, confirmed in writing. These Employees as well as Employees who terminate their employment voluntarily shall have all monies owing them paid per Canada Labour Regulations.

AB-B12.03 Proof of Drivers' License

Employees employed in driving classifications shall be required to produce a valid driver's license and a Motor Vehicle Branch full search report upon request.

Whenever the Company requires an hourly rated Employee to submit a driver abstract (not new hires) the Company will be responsible for any cost for that abstract charged by the Motor Vehicle Branch.

AB-B12.04 Customer Service Counters

The Customer Service counter positions at the main Branches in Calgary and Edmonton shall remain part of the warehouse section. Wherever practical, the Company will follow this same practice in other branches.

ARTICLE AB-B13 - CLASSIFICATION AND WAGES**AB-B13.01 Full and Regular Part-Time Hourly Employees**

April 1 2017	0 to 12 Months	13 to 24 Months	25 to 36 Months	37 to 48 Months	49 to 60 Months	Top Rate
Warehouse Person	\$15.59	\$16.62	\$17.66	\$18.70	\$19.74	\$20.78
DG Warehouse Person	\$16.54	\$17.65	\$18.75	\$19.85	\$20.96	\$22.06
Sorter / Marker Warehouse Person	\$16.54	\$17.65	\$18.75	\$19.85	\$20.96	\$22.06
Lead Hand	\$16.91	\$18.04	\$19.17	\$20.30	\$21.42	\$22.55
Courier Driver	\$16.86	\$17.98	\$19.11	\$20.23	\$21.36	\$22.48
3 Tonne Driver	\$17.70	\$18.88	\$20.05	\$21.24	\$22.42	\$23.60
Relief Driver	\$17.75	\$18.93	\$20.12	\$21.31	\$22.49	\$23.67
Tractor Driver	\$18.16	\$19.36	\$20.57	\$21.79	\$22.99	\$24.20
Clerical	\$14.15	\$15.07	\$15.97	\$16.88	\$17.79	\$18.71
Lead Hand Clerical	\$14.93	\$15.89	\$16.85	\$17.81	\$18.78	\$19.74
Unit Chairperson						\$28.41

April 1 2018	0 to 12 Months	13 to 24 Months	25 to 36 Months	37 to 48 Months	49 to 60 Months	Top Rate
Warehouse Person	\$16.05	\$17.12	\$18.19	\$19.26	\$20.33	\$21.40
DG Warehouse Person	\$17.04	\$18.18	\$19.31	\$20.45	\$21.59	\$22.72
Sorter / Marker Warehouse Person	\$17.04	\$18.18	\$19.31	\$20.45	\$21.59	\$22.72
Lead Hand	\$17.42	\$18.58	\$19.75	\$20.91	\$22.06	\$23.23
Courier Driver	\$17.37	\$18.52	\$19.68	\$20.84	\$22.00	\$23.15
3 Tonne Driver	\$18.23	\$19.45	\$20.65	\$21.88	\$23.09	\$24.31
Relief Driver	\$18.28	\$19.50	\$20.72	\$21.95	\$23.16	\$24.38
Tractor Driver	\$18.70	\$19.94	\$21.19	\$22.44	\$23.68	\$24.93
Clerical	\$14.57	\$15.52	\$16.45	\$17.39	\$18.32	\$19.27
Lead Hand Clerical	\$15.38	\$16.37	\$17.36	\$18.34	\$19.34	\$20.33
Unit Chairperson						\$29.26

April 1 2019	0 to 12 Months	13 to 24 Months	25 to 36 Months	37 to 48 Months	49 to 60 Months	Top Rate
Warehouse Person	\$16.45	\$17.55	\$18.64	\$19.74	\$20.84	\$21.94
DG Warehouse Person	\$17.47	\$18.63	\$19.79	\$20.96	\$22.13	\$23.29
Sorter / Marker Warehouse Person	\$17.47	\$18.63	\$19.79	\$20.96	\$22.13	\$23.29
Lead Hand	\$17.86	\$19.04	\$20.24	\$21.43	\$22.61	\$23.81
Courier Driver	\$17.80	\$18.98	\$20.17	\$21.36	\$22.55	\$23.73
3 Tonne Driver	\$18.69	\$19.94	\$21.17	\$22.43	\$23.67	\$24.92
Relief Driver	\$18.74	\$19.99	\$21.24	\$22.50	\$23.74	\$24.99
Tractor Driver	\$19.17	\$20.44	\$21.72	\$23.00	\$24.27	\$25.55
Clerical	\$14.93	\$15.91	\$16.86	\$17.91	\$18.78	\$19.75
Lead Hand Clerical	\$15.76	\$16.78	\$17.79	\$18.80	\$19.82	\$20.84
Unit Chairperson						\$29.99

April 1 2020	0 to 12 Months	13 to 24 Months	25 to 36 Months	37 to 48 Months	49 to 60 Months	Top Rate
Warehouse Person	\$16.86	\$17.99	\$19.11	\$20.23	\$21.36	\$22.49
DG Warehouse Person	\$17.91	\$19.10	\$20.28	\$21.48	\$22.68	\$23.87
Sorter / Marker Warehouse Person	\$17.91	\$19.10	\$20.28	\$21.48	\$22.68	\$23.87
Lead Hand	\$18.31	\$19.52	\$20.75	\$21.97	\$23.18	\$24.41
Courier Driver	\$18.25	\$19.45	\$20.67	\$21.89	\$23.11	\$24.32
3 Tonne Driver	\$19.16	\$20.44	\$21.70	\$22.99	\$24.26	\$25.54
Relief Driver	\$19.21	\$20.49	\$21.77	\$23.00	\$24.33	\$25.61
Tractor Driver	\$19.64	\$20.95	\$22.26	\$23.58	\$24.88	\$26.19
Clerical	\$15.30	\$16.31	\$17.28	\$18.36	\$19.25	\$20.24
Lead Hand Clerical	\$16.15	\$17.20	\$18.23	\$19.27	\$20.32	\$21.36
Unit Chairperson						\$30.74

Dangerous Goods (DG) Warehouse and Sorter/Marker positions will exist in Edmonton and Calgary only.

Full and Regular Part-time Clerical Employees Include:

- Telephone Clerk (Dispatch)
- Sales Department Clerk
- Billing Clerk
- Reception/Switchboard
- Office Clerk/Typist
- General Clerk (Tracing, Claims, Dispatch, Admin.)
- Audit Clerk
- Data Entry Clerk
- Accounts Receivable Clerk (Calgary, Edmonton, Red Deer, Vermilion)
- Route Data Entry Clerk
- Sales Coordinator
- Claims Clerk (Edmonton & Calgary)

Casual Workers – working less than twenty (20) hours per week shall be paid as per the rate table below payment category for their classification.

April 1 2017	0 to 12 Months	13 to 24 Months	25 to 36 Months
Warehouse Person	\$15.59	\$16.62	\$17.03
DG Warehouse Person	\$16.54	\$17.65	\$18.34
Sorter/ Marker Warehouse Person	\$16.54	\$17.65	\$18.34
Lead Hand	\$16.91	\$18.04	\$18.15
Courier Driver	\$16.86	\$17.98	\$18.26
3 Tonne Driver	\$17.70	\$18.88	\$20.05
Relief Driver	\$17.75	\$18.93	\$20.11
Tractor Driver	\$18.16	\$19.36	\$24.20
Clerical	\$14.15	\$15.07	\$16.37
Lead Hand Clerical	\$14.93	\$15.89	\$17.40

April 1 2018	0 to 12 Months	13 to 24 Months	25 to 36 Months
Warehouse Person	\$16.06	\$17.12	\$17.54
DG Warehouse Person	\$17.04	\$18.18	\$18.89
Sorter/ Marker Warehouse Person	\$17.04	\$18.18	\$18.89
Lead Hand	\$17.42	\$18.58	\$18.69
Courier Driver	\$17.37	\$18.52	\$18.81
3 Tonne Driver	\$18.23	\$19.45	\$20.65
Relief Driver	\$18.28	\$19.50	\$20.71
Tractor Driver	\$18.70	\$19.94	\$24.93
Clerical	\$14.57	\$15.52	\$16.86
Lead Hand Clerical	\$15.38	\$16.37	\$17.92

April 1 2019	0 to 12 Months	13 to 24 Months	25 to 36 Months
Warehouse Person	\$16.46	\$17.55	\$17.98
DG Warehouse Person	\$17.47	\$18.63	\$19.36
Sorter/ Marker Warehouse Person	\$17.47	\$18.63	\$19.36
Lead Hand	\$17.85	\$19.04	\$19.16
Courier Driver	17.80	\$18.98	\$19.28
3 Tonne Driver	\$18.69	\$19.94	\$21.17
Relief Driver	\$18.74	\$19.99	\$21.23
Tractor Driver	\$19.17	\$20.44	\$25.55
Clerical	\$14.93	\$15.91	\$17.28
Lead Hand Clerical	\$15.76	\$16.78	\$18.37

April 1 2020	0 to 12 Months	13 to 24 Months	25 to 36 Months
Warehouse Person	\$16.87	\$17.99	\$18.43
DG Warehouse Person	\$17.91	\$19.10	\$19.84
Sorter/ Marker Warehouse Person	\$17.91	\$19.10	\$19.84
Lead Hand	\$18.30	\$19.52	\$19.64
Courier Driver	\$18.25	\$19.45	\$19.76
3 Tonne Driver	\$19.16	\$20.44	\$21.70
Relief Driver	\$19.21	\$20.49	\$21.76
Tractor Driver	\$19.65	\$20.95	\$26.19
Clerical	\$15.30	\$16.31	\$17.71
Lead Hand Clerical	\$16.15	\$17.20	\$18.83

Shift Differential – All hours worked between 2200 hrs. (10:00 p.m.) and 0600 hrs. (6:00 a.m.) are subject to a premium payment of \$0.90 per hour:

Route Data Entry Clerk positions to be paid one-half cent (\$0.005) per entry.

Route Data Entry Clerks hired prior to December 14, 1993 shall have the option to be paid an additional fifty (50) cents per hour premium in lieu of the one-half cent per entry premium (not subject to be increased beyond fifty (50) cents when working overtime). Those receiving the fifty (50) cent premium may elect, at any time, to switch to the one-half (\$0.005) cent formula; however, they may not revert back once this election has been exercised.

AB-B13.02 Payment When Working in a Higher Rated Position

Any Employee temporarily assigned to a higher rated position for a minimum of three (3) hours or fifty percent (50%) of their scheduled shift, whichever is less, shall receive the higher rate of pay for his/her entire shift, including any overtime hours worked.

AB-B13.03 Payment When Working in a Lower Rated Position

Any Employee temporarily assigned to a lower rated position shall not have his/her rate of pay reduced.

AB-B13.04 Payment of Payroll Errors

If an error occurs in the payroll computation of an Employee's pay cheque and the amount is equal to one (1) day's pay or more, he/she shall be entitled, on request, to receive same as soon as practicable but not later than three (3) working days after the error was reported; if the Employee is overpaid then he/she shall return said cheque or the overpaid amount within three (3) working days. In the event that the same shortage of any amount occurs on two (2) consecutive paydays, then on request, the money will be paid within three (3) working days.

AB-B13.05 Printout of Hours Worked

At the request of an Employee, LOOMIS Canada will make available a printout stating the actual hours swiped by an Hourly Employee on the Friday prior to the pay period close.

AB-B13.06 New Categories of Employment

When new categories of employment for which rates of pay are not established by this Agreement, are put into use or effect, rates governing such categories of employment shall be subject to negotiations between the parties. The rate established shall be retroactive to the date of implementation. Should the parties not be able to reach an agreement, it is understood that the parties will defer the decision to an arbitrator, in accordance with Article 4.

AB-B13.07 Payment of Warehouse Rate to Clerks

All clerks currently performing split duties working outside of Edmonton and Calgary prior to date of ratification will receive the warehouse rate of pay for their clerical duties.

LETTER OF UNDERSTANDING AB-B1

BETWEEN

**LOOMIS EXPRESS (CANADA), LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR-CANADA)
(LOCAL 4050)
(HEREINAFTER REFERRED TO AS THE "UNION")**

PAY RATES – FORT MCMURRAY, ALBERTA BRANCH

In recognition of the labour market constraints and fluctuating living expenses in the Fort McMurray, Alberta area, the Company has determined it is appropriate to increase the starting rate at this location only.

Effective October 1st, 2011, the Company will begin all new permanent and casual hourly positions at the applicable rate for their position at 19 months of service level. Current employees of the Fort McMurray branch who are below this rate will automatically be adjusted to the new start rate effective this date. Increases shall be applied according to the annual increases outlined in the collective bargaining agreement for these employees.

The Company, at its own discretion, may remove this adjusted start rate at any time by providing two (2) weeks' notice in writing to the Unit Chair. When it has been determined that the higher start rate is no longer required, it shall revert back to the rates established by the collective agreement at that time. No employee hired at the higher start rate established by this letter of understanding shall be reduced to a lower rate as a result of the Company's decision to return to the regular start rate.

COLLECTIVE AGREEMENT

BETWEEN



LOOMIS EXPRESS A DIVISION OF TRANSFORCE
(HEREINAFTER REFERRED TO AS "THE COMPANY")

AND



UNIFOR
UNION OF CANADA (UNIFOR CANADA)
Local 755 ManSask
(HEREINAFTER REFERRED TO AS "THE UNION")

THIS AGREEMENT entered into this _____ day of _____, _____

LOOMIS EXPRESS LTD COLLECTIVE AGREEMENT (MANSASK APPENDIX)

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The parties agree that any headers added in the 2017 round of bargaining to the National Agreement or to any Provincial Appendix cannot be used to change or modify the intent of any existing article or language; such headers have been added solely for the purposes of readability and organization.

APPENDIX MANSASK

ARTICLE MS1 - UNION RECOGNITION

MS1.01 Union Committee

Bargaining unit members shall be represented by the Union Committee which shall consist of elected or appointed representatives from the Local Union. This will include the Local Chairperson in each location to a maximum of three (3) representatives in each of Saskatoon and Regina and a maximum of five (5) representatives in Winnipeg. The Chairperson of this Committee/the Unit Chairperson shall act as the liaison between the bargaining unit members and the Company. The Committee and/or the Unit Chairperson may at any time call upon the services of an accredited representative of the National Union to assist them. Other representatives from the Local Union shall be recognized by the Company only when requested by the Unit Chairperson.

MS1.02 Notification to the Company RE: Union Committee

The Unit Chairperson shall promptly notify the Company, in writing, of the name of the bargaining unit members comprising the Union Committee and of any changes in the personnel thereof. The Company shall inform the Unit Chairperson or designate, in writing, of the Managers or Supervisors with whom said accredited Representatives shall deal and any changes thereof.

MS1.03 Union Activities on Site

- (a) The Union agrees that there will be no Union activities carried out during working hours, except those necessary in connection with the administration of the Agreement and/or grievable matters.
- (b) Accredited representatives of the Union shall have access to the Company's premises during normal working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however that there is no interruption of the Company's working schedule.
- (c) The Union agrees that the above activities will not cause an interruption in the Company's working schedule. If the above activities may cause a delay in the working schedule, the Local Chairperson or Shop Steward will request permission from his/her supervisor to attend to his/her Union duties and such permission will not be unreasonably withheld. The Union representative shall return to their regular duties as expeditiously as possible.

MS1.04 Union Bulletin Board

The Company agrees to provide space for a locked glass or plexi-glass Bulletin Board at each of its terminals for exclusive use by the Union for postings provided that they are authorized and signed by the Unit Chairperson. Nothing of a derogatory or slanderous nature against any individual or the Company shall be posted. The said notice board shall not be located in any place where the general public has access.

MS1.05 Union Business Leave

The Company shall grant a leave of absence without pay to any bargaining unit member who attends essential Union business. The Unit Chairperson or designate will give a minimum of five (5) business days' notice of such request for one (1) hourly employee per location, special requests requiring one day's notice will not be unreasonably denied, and fifteen (15) business days' notice for up to three (3) hourly employees per location. It is agreed that in the event of an emergency occurring, the members of the Union Committee will be granted a leave of absence upon request.

MS1.06 Company Request for Unit Chair or Representative to Travel

The Company may request that a Union representative be sent to another branch for consultation. Such hourly representative will be paid at the regular rate of pay for traveling time as well as for hours of consultations, up to a maximum of normal shift hours. Owner-Operator representatives will not suffer any loss of revenue. The Company will assume all travel expenses.

MS1.07 No Contracting Out

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

The Company and the Union agree to jointly monitor the use of temporary agency employees by:

- (i) Providing to the Unit Chairperson a monthly list of all temporary agency employees who have worked more than ten (10) business days in the month including classification worked, hours worked, and reason for engagement, and
 - (ii) Upon request of the Unit Chairperson, a meeting will be convened to review the use of agency employees with the view of investigating ways and means to return this work to bargaining unit members, ie. creation of seasonal temporary positions (vacation relief).
- (b) All storing, handling and delivering of merchandise or other goods and materials shall be carried on by Owner-Operators/Company employees, members of the Union, in the categories covered in this Collective Agreement.

MS1.08 New Bargaining Unit Members

The Company agrees to advise all new bargaining unit members of the fact that a Collective Agreement is in effect and, within the first seven (7) calendar days from the date of hire, will introduce him/her to the Unit Chairperson provided the Chair and the member both work at the same location. The Company shall have the new employee sign the union dues membership check off cards and such card shall be submitted to the unit chairperson immediately, the employee will also be provided a copy of the collective agreement. At the time of hiring the new employee, such new employee shall be informed as to what their employment status is such as part-time, full-time or casual.

MS1.09 No Obligation to Purchase Vehicle

The Company shall not require, as a condition of continued hourly employment, that an employee purchase a truck, tractor and/or trailer or other vehicular equipment, or that an hourly employee purchase or assume any proprietary interest or other obligation in the Company business.

MS1.10 Chart Concerning Each Position

A chart indicating each job position, position holder name, route by number, classification, area, current scheduled hours and any other pertinent comments concerning each position shall be placed in a location easily observed by all Union members within each branch and shall be updated when any posted information becomes invalid or is changed. Each unit chairperson and the local Union will be provided a copy of the chart.

ARTICLE MS2 - UNIFORMS**MS2.01 Mandatory Usage**

It is imperative to protect the brand and the image of Loomis Express (Canada), Ltd. Therefore the wearing of Company-issued uniforms is mandatory for all Hourly Drivers and for all Owner Operators excluding line haul as a condition of maintaining a Business Agreement.

Warehouse staff will be provided coveralls if requested.

The Company will pay for uniforms and any necessary alterations when such uniforms are required as determined by the Company.

All uniforms are, and shall remain, the property of the Company, and the employees and Owner Operators shall be expected to properly care for and keep same in good repair and condition at the Owner Operator's expense. Uniforms will be replaced on an as-needed basis at the Company's expense.

All uniforms shall be returned to the Company upon termination of services or when requesting new issue as required.

A bargaining unit member working in the warehouse and customer service employees, will be supplied with three (3) pairs of coveralls, two (2) pairs of shorts, one (1) cap and five (5) golf shirts. Coveralls and gloves will be provided on a replacement basis. Where extreme working conditions warrant the use of insulated coveralls, such reasonable requests will not be withheld.

Owner Operators, hourly drivers, leadhands, and relief drivers in accordance with will be supplied with the following minimum quantities:

Summer Polo Shirt	5	Pants (Winter Summer Combined)	5
Bermuda Shorts	5	Winter Jacket	1
Wind Stopper	1	Polo Long Sleeve Shirt	5
Turtleneck	1	Light Rain Jacket	1
Ball Cap	1	Belt	1
Winter Cap	1		

- (a) The Company shall provide to all Employees and Owner Operators (excluding linehaul) protective footwear where determined to be necessary by the Safety Committee.
- (b) Employees and Owner Operators purchasing their own footwear under this Article will be reimbursed the purchase price up to a maximum of one hundred and thirty-five dollars (\$135) per year upon proof of purchase to cover the purchase of safety footwear once per year.
- (c) Protective footwear re-imbursement will be done through the payroll system or through a voucher system as a non-taxable benefit upon request.
- (d) Bargaining unit members must provide their own safety boots during the probationary period at their own cost. Upon successful completion of the probationary period, the Company will refund the cost up to the established guidelines.

ARTICLE MS3 - LABOUR-MANAGEMENT

MS3.01 Quarterly Labour Management Meetings

Labour management meetings will be held on a quarterly basis unless by mutual agreement for an additional meeting or less meetings. It is understood between the parties that the three (3) Unit Chairpersons who attend these quarterly meetings will not suffer any loss of pay. It is further agreed that time spent at these meetings will not result in overtime hours.

MS3.02 Paid Union Time

The Company agrees to make an annual one (1) time payment in an amount as set out below to a fund established by the Local Union which will be for the sole purpose of Paid Union Time. The fund shall be used at the discretion of each applicable Unit Chairperson.

It is understood that this payment represents compensation in full for the duties of the Unit Chair position as outlined in the Summary of Principles between Loomis Canada and UNIFOR Canada.

These amounts shall cover all bargaining unit members. A copy of the payment shall be forwarded to each applicable Unit Chairperson.

Winnipeg	\$3,400.00
Regina	\$2,500.00
Saskatoon	\$2,500.00

ARTICLE MS4 - DEFINITIONS**MS4.01 Owner Operator**

Owner Operator – Shall mean a contractor who provides equipment and driving services for the Company and is subject to the terms and conditions of this Collective Agreement.

MS4.02 Business Agreement

Business Agreement – Shall mean an agreement between the individual Owner Operator and the Company, which details specific terms, conditions, and methods of payment, for services provided.

It is agreed that a Business Agreement will be attached as an Appendix of this Agreement, and will form part of the Collective Agreement and will be consistent with the language and intent of the Collective Agreement as a whole. It is also agreed the copy of the Business Agreement will be in “everyday language”. However, the legal language text will form the basis for the signed Business Agreement.

The Owner Operator’s Business Agreement will have a renewal date consistent with the Collective Agreement.

MS4.03 Stop

Shall mean a different physical address or different signatures including different locations or signatures in a building where the Owner Operator has been required to physically attend to each location and garner a signature.

MS4.04 Business Days

Will mean Monday to Friday inclusive excluding statutory holidays.

MS4.05 Leadhand

A regularly scheduled employee who directs, coordinates and supervises the work of employees under the direction of their supervisor within their particular unit or section. Leadhands shall not have the authority to hire, suspend, dismiss or discipline employees.

Leadhands will be appointed by the Company based on qualification to perform the work. If qualifications between employees are relatively equal the Company will appoint the senior employee.

MS4.06 Full-time Employees

Any hourly employee regularly scheduled to work forty (40) hours per week shall be considered full-time employees and will be paid forty (40) hours at the basic rate established for their respective classification.

MS4.07 Part-Time Employees

Part-time hourly employees shall be those who are scheduled and work less than forty (40) hours and more than twenty (20) hours per week at the rate established for their respective classifications.

Where possible the company shall maximize the hours of part time hours in order to create additional full time employees. Part time employees with verifiable child care or other employment obligations will not be required to work beyond their scheduled hours unless both parties mutually agree.

MS4.08 Casual Hourly Employees

Casual hourly employees will normally work less than twenty (20) hours per week and are covered by the terms of the Appendix A.

MS4.09 Entitlement to Rights and Benefits

Any full-time or part-time hourly employees working twenty (20) hours or more per week shall be entitled to rights and benefits of this Collective Agreement.

MS4.10 District

Shall mean Manitoba/Saskatchewan for the purpose of this agreement.

APPENDIX "A" MANSASK OWNER OPERATOR SPECIFIC

ARTICLE MS-A1 - SENIORITY

MS-A1.01 Seniority Defined

- (a) A bargaining unit member's 'district seniority' date is defined as the length of continuous service the bargaining unit member has in the district since the date he/she last entered into the service of the Company.

A bargaining unit member's 'group' seniority is the date on which the bargaining unit member last entered the group within the branch (Hourly or Owner Operator group).

Bargaining unit members will not be permitted to transfer seniority from one group to the other unless specifically set out in this Agreement.

- (b) The purpose of seniority is to provide a policy governing preference of route vacancies, and bumping in accordance with the Collective Agreement.
- (c) Service is a bargaining unit member's continuous service from the date they last entered into service of the Company and is used for vacation entitlement and pension where applicable.

MS-A1.02 Seniority Lists

A list indicating bargaining unit members' seniority date and name shall be placed on the Company bulletin board in each branch on a quarterly basis. A copy of the list shall be provided to the Unit Chairperson. Errors will be corrected by mutual agreement, in writing, between the Unit Chairperson and the Company.

MS-A1.03 Abolished Route/ Displacement

Any Owner Operator whose route is abolished or who is displaced will take a vacant run, or displace a junior Owner Operator in his/her branch or, at his/her option, displace the junior Owner Operator in the district. In the event an Owner Operator exercises his/her seniority accordingly, he/she must possess the necessary license and equipment to perform the work.

MS-A1.04 Loss of Seniority and Terminated Business Agreement

Bargaining unit members shall lose their seniority and their Business Agreement will be terminated under this Collective Agreement in any of the following events:

- (a) They are discharged for cause and not reinstated under the grievance/arbitration process;
- (b) They voluntarily leave the service of the Company;
- (c) They transfer to another district with the Company or to a position outside the bargaining unit.

MS-A1.05 Seniority for Job Postings During Leave of Absence

Bargaining unit members on leave of absence may not exercise seniority for job vacancies posted during this period.

MS-A1.06 Bidding for Vacant Route or Position

- (a) If an hourly employee or Owner/Operator who bids onto or accepts any vacant route or position in the other group, he/she will lose their district seniority and their seniority in their former group and establish new seniority dates effective with the date of transfer. They do not lose service but any time worked as an Owner/Operator will not count as service for the purpose of vacation. The only exception to (a) is Article 6.07.
- (b) Bids for vacant positions will be awarded by group seniority first and then by district seniority. The only exception is Article 6.07.
- (c) An Owner/Operator must work a twelve (12) month period in his/her hourly position before he/she is entitled to vacation.
- (d) An hourly employee who transfers to the Owner/Operator group will be paid out all outstanding accrued vacation pay at the date of transfer.

MS-A1.07 Changes to Vacant Owner Operator Route

If the Company changes a previously occupied vacant Owner Operator route to an hourly route or a previously occupied vacant hourly route to an Owner Operator route, both Owner Operators and hourly employees may bid on the route and, the successful applicant will be entitled to take their district seniority and service to the other group.

MS-A1.08 New District List

In creating a new district list for existing bargaining unit members, conflicts will be resolved by a draw of names witnessed by the Unit Chairperson. In case of multiple hiring's on a given day, seniority for new bargaining unit members will be determined by the time stamped on their offer of employment.

MS-A1.09 Seniority While on Approved Leave of Absence

A bargaining unit member will not lose his/her seniority while on approved leave of absence including medical leave or Workers Compensation. A bargaining unit member who is absent due to illness or injury may be required to provide ongoing proof of disability every three (3) months.

MS-A1.10 Posting of Owner Operator Vacancies

- (a) The Company will post Owner Operator vacancies at all locations for five (5) business days. The Company will include the estimated value for a new route or the average value for an existing route in the posting. The minimum daily payment worksheet will be provided upon request. The senior qualified applicant will be awarded the position within ten (10) business days. This time limit may only be extended by mutual agreement between the Company and the Unit Chairperson. A copy of all job postings and awards will be forwarded to the Unit Chairperson.
- (b) Owner/Operators cannot switch routes between themselves and avoid the posting procedure.

MS-A1.11 Number of Owner Operator Routes

All Owner Operators shall have only one (1) route.

ARTICLE MS-A2 - BENEFITS**MS-A2.01 Plan Overview and Costs**

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

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

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

- Major medical (extended health benefits)
- Dental Plan
- Life Insurance
- Accident Death and Dismemberment Insurance
- Vision Care - \$350.00 for a 24 month period

Any new eligible dependents (spouse, unmarried children), must be enrolled within the thirty-one (31) calendar day eligibility period from the date on which an Owner Operator acquires a dependent.

The Owner Operator must complete a Declaration of Status document in order to qualify for health and welfare benefits.

A spouse is deemed to be:

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

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

MS-A2.02 Optional Monthly Costs to Owner Operators

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

	Single	Family
Life Insurance (Core)	\$4.31	\$4.31
AD&D (Core)	\$0.53	\$0.53
Health	\$20.99	\$52.45
Dental	\$48.25	\$120.70
Vision	\$3.49	\$8.30

Voluntary Personal Accident (Accidental Death & Dismemberment) varies depending on coverage selected by the Owner Operator.

MS-A2.03 Company to Pay for WCB Costs

The Company agrees to pay individual assessments of the Worker's Compensation Boards of the provinces of Manitoba and Saskatchewan, for the Owner Operators holding signed business agreements with LOOMIS and their replacement drivers.

ARTICLE MS-A3 - EQUIPMENT

MS-A3.01 Assistance to Secure a Replacement Vehicle

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

MS-A3.02 Decals, Painting and Repainting

- The Company assumes responsibility for supply and installation of the striping kit (decals). Where LOOMIS is rebranding, the Company assumes full cost of painting in accordance with the prices available to LOOMIS. Based on this pricing, the Owner Operator is free to get his/her work done elsewhere at an accredited shop as long as it is done to LOOMIS standards.
- The Owner Operator is responsible for all body work prior to the vehicle being painted.
- The Company is responsible for any cost incurred for removing the decals upon termination.

MS-A3.03 Equipment to Meet Appearance Standards

The Company reserves the right to refuse to sign Business Agreements, or terminate present Business Agreements with an Owner Operator whose equipment does not meet the appearance standards as set by the Company. Reasonable standards to apply. The Company must first give ninety (90) days' notice in writing to meet appearance standards. A copy shall be forwarded to the Unit Chairperson.

ARTICLE MS-A4 - MISCELLANEOUS

MS-A4.01 Parking During Periods of Layover

During periods of layover the vehicle will be parked / secured in a designated parking area.

MS-A4.02 Reporting of Change to Address or Telephone Numbers

It shall be the responsibility of every bargaining unit member to keep the Company and the Union informed of any changes of address or telephone numbers. Such information will be supplied in writing within three (3) business days of such change. Any bargaining unit member that fails to comply with this article shall not be able to file a grievance against the Company as it relates to any matter where the Company is unable to contact the bargaining unit member.

MS-A4.03 Termination of Contracts

Owner Operators whose contracts are terminated for cause will have reasons for same confirmed in writing. Those Owner Operators who terminate their contracts voluntarily shall have all monies owing them paid no later than the next scheduled payment day provided they have complied with returning all Company property and have removed all LOOMIS branding from the vehicle(s) at the companies expense.

MS-A4.04 Loss, Damage or Destruction of Personal Property

The Company shall not be responsible for the loss, damage or destruction of bargaining unit members' personal property while such property is on the Company's premises, in vehicles or equipment, or in use on Company business.

MS-A4.05 Collective Agreement Printing and Distribution

The Company will provide each bargaining unit member with a copy of the Collective Agreement. New bargaining unit members will be provided with a copy of the Collective Agreement within five (5) working days of hire, provided the Collective Agreement has been ratified, signed and is available for distribution to employees.

MS-A4.06 Vending Machines

The Company shall allow the Union to provide soft drinks, coffee and similar vending machines on the Company's premises, subject to approval of the Company as to the location and the supplier.

MS-A4.07 Maintenance of Lunchroom

Maintenance of the employee's lunchroom will be the responsibility of the Company; however, bargaining unit members agree to observe common courtesy, manners and rules of cleanliness in the use thereof.

MS-A4.08 Copy of Owner Operator's Business Agreement

The Company will provide the Unit Chairperson with a copy of each Owner Operator's Business Agreement, which will include work sheets and schedule of fees. Schedule "C" hereto contains samples of these documents.

MS-A4.09 Communication Equipment

Communication equipment such as two way radios, mobile phones, and computers shall be supplied to Owner Operators if required by the Company in order to service its customers. The cost to this equipment shall be at the Company's expense.

MS-A4.10 Introduction of Technological Change

Before the introduction of any technological change, the Company shall notify the Union of the proposed change. Any such change shall be discussed between the parties.

MS-A4.11 Replacement for Bereavement Purposes

The Company agrees to allow part-time employees, who are qualified and not previously scheduled to replace an Owner Operator for bereavement purposes.

MS-A4.12 Reimbursement for Drivers Abstract and/or Police Record

The Company will reimburse a bargaining unit member for the cost of procuring a driver's abstract and/or police record at the request of the Company upon presentation of a receipt. New bargaining unit members shall incur such costs for the above at first hiring.

MS-A4.13 Providing Relief Driver's and Vehicle

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

MS-A4-14 Interest Free Loan

An Owner Operator will be eligible for an interest free loan up to a maximum of \$1,500.00 towards vehicle operational costs or, as a new Owner Operator to defray startup expenses.

- (a) Loan application must be done in writing accompanied by proper documentation identifying the repairs/maintenance to be completed by a third party in the case of an operating loan.

No supporting documentation is required for a startup loan, however, if the new Owner Operator cannot prove that he/she has an owned or leased vehicle at start up, the loan may be denied.

- (b) No loan application is approved unless and until DHL Finance has verified and accepted the loan request and supporting documentation. This process will be completed within 20 business days of the date of the loan.

- (c) Repayment will be a minimum of equal bi-weekly installments over a period no greater than 12 (twelve) months, auto deducted through the Company payroll system. This deduction will be held to a minimum of \$50 per pay unless otherwise agreed to with the Owner Operator.
- (d) If an Owner Operator's balance owing against this loan is in excess of \$500.00, no additional funds will be loaned under this provision until the balance falls below \$500.00, and the resulting "top off" loan can be proven to be an emergency situation with supporting documentation.

MS-A4.15 Company's Cargo Insurance

Owner Operators who choose to obtain coverage through the Company's cargo insurance will be assessed a monthly charge of ten dollars (\$10.00).

MS-A4.16 Bargaining Committee Member Relief Driver

The Company agrees that one (1) Owner Operator bargaining committee member from each of the three locations (Winnipeg, Regina, and Saskatoon) who would have normally been working during contract negotiations with the Company, shall be reimbursed the cost of a relief driver for those days spent in negotiations.

MS-A4.17 Packages Weighing Over 70 lbs/32 kg

The Company and the Union agree that packages weighing over seventy (70) pounds or thirty-two (32) kilograms will be handled safely and according to Company policy. Bargaining unit members may request assistance from the Company and/or customers to handle such packages. In the instance where no help is available, bargaining unit members will not be required to handle such packages.

MS-A4.18 Training/ Educational Meetings Outside Business Hours

From time to time, bargaining unit members will be required to attend training courses and/or educational meetings outside of business hours. The Company will provide two (2) weeks' notice of such meetings. On such occasions, attendance is compulsory.

When these hours fall on a scheduled work day,

- (a) Hourly employees shall be paid at time and a half (1 ½) of their hourly rate within their classification except if it is a continuation of a shift and does not carry the hourly employee into an overtime position.
- (b) Owner Operators will be paid as the regular Courier Driver at a straight time hourly rate of pay for all hours spent in training, or the out-of-pocket expense of a replacement driver, whichever is applicable. For all hours after a normal days work, the Owner Operator shall be one and one half (1 1/2) times the courier driver hourly rate under Schedule of Fees.

When these hours fall on a non-scheduled work day,

- (a) Hourly employees will be paid for all time spent in training with a minimum of four (4) hours at time and one half (1 ½) if this puts the employee over forty (40) hours in that week and a minimum of four (4) hours at regular time if this does not put them over forty (40) hours in one week.

- (b) Training on an Owner Operator's day off shall be avoided, however, where such training is unavoidable, the Owner Operator will be paid a minimum of four (4) hours of pay at one and one half (1 1/2) times the courier driver hourly rate under Schedule of Fees.

It is understood that this article is not applicable to tailgate meetings and information sessions.

MS-A4.19 Company Provided Training

The Company will ensure that each and every bargaining unit member is properly trained to meet their full responsibilities and duties, including training as required by dangerous good regulations. No bargaining unit member will be asked or required to perform work with dangerous goods unless they have received proper training.

MS-A4.20 Audio and Video Surveillance Devices

Audio and video surveillance devices will not be placed in areas where bargaining unit members are entitled to expect privacy such as washrooms and locker rooms. Bargaining unit members shall be made aware when surveillance equipment is being used in the workplace.

ARTICLE MS-A5 - SCHEDULE OF FEES

MS-A5.01 Schedule of Fees

Owner/Operators will be paid on a Schedule of Fees as per the Collective Agreement and/or the Schedule "A" for the route.

Rates	April 1 2017	April 1 2018	April 1 2019	April 1 2020
Core Zone Rate	<i>By Route</i>	<i>By Route</i>	<i>By Route</i>	<i>By Route</i>
Stop Rate	\$1.35	\$1.40	\$1.44	\$1.48
Piece Rate	\$0.25	\$0.26	\$0.27	\$0.28

Quality Payment	April 1 2017	April 1 2018	April 1 2019	April 1 2020
98% to 100% AVD	\$16.89	\$17.40	\$17.84	\$18.29
95% to 97% AVD	\$5.64	\$5.82	\$5.97	\$6.12
100% Pick Ups	\$16.89	\$17.40	\$17.84	\$18.29
100%TDD	\$16.89	\$17.40	\$17.84	\$18.29
Total Potential	\$50.67	\$52.20	\$53.52	\$54.87

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

MS-A5.02 Scanning of Waybills or Manifests

All waybills or scannable manifests on all shipments must be scanned where possible or manually entered where possible as applicable. Loose shipments must be scanned however pre-wrapped or bulk pickups of over fifty (50) pieces with a manifest do not have to be scanned, unless other practice in place in a province have different piece requirements. Individual package scanning on any pre-wrapped bulk shipments is not required but must be supported by manifest where applicable.

MS-A5.03 Claims Inspection

Where a claims inspection is requested, a standard payment in accordance with the Schedule of Fees will be made when properly completed Claims Inspection Report is filed with the Company.

If a claims inspection is made and no other transaction is performed, a standard payment in accordance with the Schedule of Fees will cover the stop and the claims inspection.

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

MS-A5.04 Owner Operator Work RE: New Business

Where new business is brought on and the Company deems it to be Owner Operator work, the incumbent Owner Operator will be first offered this work, provided they can meet both the service and operational requirements of this business without adversely affecting service to their existing customers. In the event that this new business is in a shared route area, the Owner Operator with the higher seniority, and meeting the service and operational requirements, will be offered the work first. In the event that no incumbent Owner Operator is given the work then it will be offered to any other Owner Operator.

MS-A5.05 Deduction of Monies

With the exception of invoice adjustments or corrections, there shall be no monies deducted from the Owner Operator without first having a discussion with the affected Owner Operator.

MS-A5.06 Requests to Load, Unload or Sort a Trailer or Air Material

When an Owner Operator is requested to load, unload or sort a trailer or air material, the Owner Operator will be paid the hourly rate as set forth in the schedule of fees over and above the daily minimum. This does not apply to the loading, unloading, or sorting of the individual Owner Operator's freight.

MS-A5.07 Fuel Escalation**(a) Rural**

(Based on point to point through kilometers, does not include in town pick up and delivery mileage)

Van	\$0.25/km
Cube/Dual	\$0.29/km
3/5 Ton	\$0.29/km

The following will apply only to those Owner Operators not operating on a minimum daily payment.

Above mileage rates are minimums. In addition, rates will increase for changes over the Winnipeg fuel price of \$0.523/litre (unleaded fuel) or Regina and Saskatoon (blended average) fuel price of \$0.570/litre (unleaded fuel), for Manitoba and Saskatchewan respectively, as follows:

Van - \$0.01 per kilometer for every \$0.05 change
 Cube/Dual - \$0.01 per kilometer for every \$0.04 change

Decreases in rates will occur when the fuel price falls below the same price triggers that have generated a rate increase, but cannot go below the minimum mileage rate. Fuel prices to be posted at all locations at the first business day of each month with a copy given to the applicable Unit Chairperson.

(b) City

Owner Operators will determine their average daily kilometers and submit this to the Company. Average daily kilometers are based on work driving only and does not include mileage incurred for travel to/from work or other personal business. Those individuals found padding their mileage will be permanently excluded from this program. Changes to average kilometers will only be adjusted with a reroute or a ten (10%) percent route change (geography). The base fuel price for this program will be the Winnipeg fuel price of \$0.523/litre (unleaded fuel) or Regina and Saskatoon (blended average) fuel price of \$0.570/litre (unleaded fuel), for Manitoba and Saskatchewan respectively. Owner Operators will be paid on the basis of:

Van - \$0.01 per km for every \$0.04 change in base fuel price
 Cube/Dual - \$0.01 per km for every \$0.03 change in base fuel price

Decreases in the rates will occur when the fuel price falls below the same price triggers that have generated a rate increase, but cannot go the base price. Fuel prices to be posted at all locations at the first of each month with a copy given to the applicable Unit Chairperson.

Owner Operators will submit any amounts owed under this program as a separate charge on their daily invoices. There will be no compensation for mileage incurred on a statutory holiday or weekend. The above provision will apply only to those Owner Operators not operating on a subsidy.

MS-A5.08 Posting of New or Vacant Owner Operator Routes

The Company shall post the following information on new or vacant Owner Operator routes:

- area (including all towns and any specials)
- route standards
- vehicle size
- minimum daily payment (subject to completion of minimum payment schedule)
- average /estimated revenue
- hours of service

MS-A5.09 Negotiating Individual Rates

The Owner Operators and the Company will be able to negotiate individual rates above the minimums. The Unit Chairperson shall be present for these negotiations.

MS-A5.10 Scanner Malfunctions

When an Owner Operators' scanner malfunctions during their work period, the Owner Operator shall not be required to scan the freight upon returning to the depot.

The Owner Operator must advise the supervisor, designate, or dispatch of the malfunction with the scanner at the time of the malfunction.

MS-A5.11 Discipline RE: Not Receiving Paged Pickups

No discipline to be issued for missed pickups as a result of not receiving paged pickups as a result of scanner failures.

MS-A5.12 Core Zone Charts

The Company agrees to post and distribute to each Owner Operator the agreed to Core Zone Charts for each province for each year of the collective agreement.

ARTICLE MS-A6 - ROUTE CONVERSION**MS-A6.01 Owner Operator to Hourly Conversion**

In the event that the Company decides to convert any Owner Operator route(s) to hourly, the following shall apply:

- 1) The Company will provide at least (ninety) 90 days' notice of the conversion to the Unit Chairperson and the affected Owner Operator(s).
- 2) The Company will meet with the National Representative, Unit Chairperson or designate, and the affected Owner Operator(s) to discuss any issues of mutual concern relating to the conversion.
- 3) The affected Owner Operator(s) will be given the first opportunity to accept any hourly route(s) resulting from the conversion or may exercise their seniority to any junior owner operator route or may elect to resign and accept a severance payment equivalent to two (2) weeks per year of service at the prevailing hourly driver rate. These options will also be available to any Owner Operator who is bumped by another Owner Operator as a direct result of the conversion. An Owner Operator who, by accepting an hourly route or otherwise exercising his/her seniority rights to bump into an hourly position, will be given credit for all continuous service since his/her original date of service for the purposes of the Collective Agreement.
- 4) If the Owner Operator requests, the Company will either assume responsibility for the vehicle leases of affected Owner Operator(s), or, if the Owner Operator(s) owns his/her vehicle, the Company will purchase it at fair market value, established by a reputable dealer selected and agreed to by the Company and the Owner Operator, provided the vehicle was acquired or committed to by the Owner Operator prior the date of notice under paragraph 1 above.

If the vehicle is leased and there remains residual equity in the lease, the Owner Operator will be compensated accordingly.

- 5) The Company will indemnify the affected Owner Operator(s) for any reasonable and customary business expenses already incurred or committed to for the current year which are not otherwise recoverable by the Owner Operator, including insurance, benefits, permits and cancellation fees, provided such costs were incurred prior to the date of notice under paragraph 1 above.
- 6) The Company will indemnify the affected Owner Operator(s) for any legal or accounting fees reasonably incurred as a result of the conversion, to a maximum of two thousand dollars (\$2000.00) per Owner Operator.
- 7) If, as a result of conversion, an Owner Operator incurs an unexpected income tax liability because of the inability to claim a reserve under the Income Tax Act with respect to the deferred income, the company will provide the Owner Operator with reasonable financing assistance relating to such tax liability including, if necessary a loan, subject to the following conditions:
 - a) the Owner Operator must provide satisfactory proof that such loan is required for the above purpose;
 - b) the loan will be to a maximum of \$20,000 for a 3/4 ton vehicle, \$25,000 for a one ton vehicle, \$30,000 for a five ton vehicle, and \$35,000 for a tractor;
 - c) the Owner Operator shall sign a promissory note for the loan;
 - d) the interest rate shall be 2% above the prime rate as at the date the promissory note is signed;
 - e) the repayment schedule shall be based on an equal number of monthly installments of \$500.00 per month, unless the parties agree otherwise, provided the loan is repaid in full not later than December 31, 2009;
 - f) the Owner Operator must have elected to become an hourly rated employee and must continue to be an employee of the company; if his/her employment is terminated prior to full repayment, the outstanding balance shall become due and payable upon termination.
- 8) If, prior to the notice under paragraph 1 above, the Owner Operator has incurred indebtedness directly related to the operation of his/her vehicle which exceeds the equity in the vehicle, the Company will provide the Owner Operator with reasonable financing assistance relating to such indebtedness including, if necessary, a loan to a maximum of \$5,000 subject to the conditions set out in paragraph 7) above.
- 9) Any dispute over the application of this Article may be submitted to arbitration in accordance with Article 5 of the Collective Agreement within one hundred and eighty (180) calendar days of notification of conversion.
- 10) It is understood that any Owner Operator that takes an hourly driving position as a result of these provisions will be awarded an eight (8) hour position.

MS-A6.02 Hourly to Owner Operator Conversion

1. Routes identified as future Owner Operator routes can be Designated and the Employees in these routes will be given the option of (1) accepting the conversion under the terms agreed to by the Company and the Union or (2) electing a severance payment equal to two (2) weeks per year of service at the Hourly Driver rate for their route.
2. If an Hourly Employee (not a Driver) is displaced and eventually loses his/her job as a result of this process, they will receive the same severance package at their rate of pay.
3. OWNER OPERATOR LANGUAGE

The Company will evaluate routes and route structures and determine which routes or combinations of routes will be designated as Owner Operator routes. If the routes to be converted are presently occupied by an Hourly Employee, the Company will notify the Union and the Employee by giving his/her three (3) months' notice of the intention to change the route to an Owner Operator route.

In the event the Company determines a current hourly route is to be converted in whole to an Owner Operator route, the Hourly Employee affected will have the option to become an Owner Operator or exercise his/her seniority.

If the Hourly Driver mentioned above elects to become an Owner Operator, the program below will apply. If the Hourly Driver chooses not to become an Owner Operator and elects to exercise his seniority, the new Owner Operator route will be posted for all Employees to bid upon as an Owner Operator route.

The Hourly Driver whose route or routes have been identified as an Owner Operator route will have the first thirty (30) days to make his/her decision.

If the Hourly Driver elects to become the Owner Operator they will be afforded the following:

- (1) If available, to purchase a Company truck of their choice at less than fair market value.
- (2) For the first six (6) months, the Company will agree to take the Company truck back for any reason except negligence, in the event the Owner Operator is unsuccessful with his route.
- (3) The newly converted Owner Operator will be afforded a credit limit of two thousand and five hundred dollars (\$2500) to defray start-up expenses for maintenance costs, subsidy payments or as a contingency fund for the first six (6) months of business, to be paid back to the Company within the first twelve (12) months of service as an Owner Operator in monthly/weekly installments, to be arranged by the Owner Operator and the Company. (Interest Free)
- (4) The Company shall reimburse to the new Owner Operator, the cost of an Accountant/ bookkeeper or financial advice up to a maximum of five hundred dollars (\$500.00), for assistance in setting up his/her business.

- (5) During the first six (6) months, the newly converted Owner Operator will be allowed the following: In a Company directed conversion, the Hourly Employee who will not, or cannot utilize his/her seniority, will be given two (2) weeks pay for each year of service with the Company (prorated), as his/her termination and severance should they choose not to elect recall status
- (6) At six (6) months the Owner Operator and the Company will assess the conversion and if the Owner Operator chooses not to continue as an Owner Operator, the following will apply:
- (7) The newly converted Owner Operator will accept a termination and severance payment equivalent to two (2) weeks' pay for each year of service with the Company (prorated).
- (8) This LOU and the ability to convert hourly employees, job, work, freight, routes etc. to Owner Operator is subject to any limitations in each provincial appendix including but not limited to any grandfathering language

SCHEDULE A MANSASK MINIMUM DAILY PAYMENT WORKSHEET**Route Information**

Route information shall include the following:

Service Area:

This describes the route geography including towns, streets boundaries, etc.

a) Daily Kilometers:

Total kilometers traveled on an average day. This would generally be determined through a route audit and odometer check. Total kilometers traveled are used when calculating the minimum payment.

b) Rural Kilometers:

Is the distance between points on a rural route. Travel within the points served is not included. Rural kilometers are generally determined through a route audit, or taken from a provincial map. The odometer audit shall prevail in all circumstances.

c) Vehicle Type:

The type of vehicle used on the route. This includes cars, vans, cubes, 3 tons, 5 tons, and larger.

d) Hours of Work:

Start time, finish time, total hours, layover hours, and driving pick-up and delivery sections.

e) Current/Estimated Volume:

This includes stops, waybills, weight, etc.

Minimum Payment Calculation

A minimum payment shall be calculated for each route. It is the common goal of the Owner Operators and LOOMIS Canada to handle volumes sufficient to exceed the minimum daily payment. When volumes each day taken against the schedule of fees are lower than the minimum daily payment over the same period, the minimum payment will apply.

Items involved in the minimum payment are:

1) VEHICLE PAYMENT

The vehicle payment will be determined by three factors:

a) The type of vehicle

¾ ton van - up to \$22,415
One ton - up to \$38,000

b) The amortization period

Minimum KM	Maximum KM	Amortization Months
0	310	48
311	410	36
411	600	30
601 and greater		24

- i) The vehicle cost. A new vehicle will mean and refer to a newly acquired vehicle or the buyout of a lease vehicle upon termination of lease.
- ii) Vehicle cost used for payment calculation will be the lesser of either the actual cost to the Owner Operator or the above listed values.
- iii) Upon expiration of amortization period, this factor is no longer considered in the minimum payment calculation.
- iv) Each Owner Operator will be responsible for providing a copy of his/her vehicle leasing/purchasing agreement to the Company in order to obtain payment.
- v) Residual value of old vehicle (example as a trade-in) will be used to offset cost factor used in calculation.
- vi) Each Owner Operator will be responsible for providing a bill of sale/trade in value of their old vehicle to the Company. In the event that the Owner Operator is not willing or not able to sell their old vehicle, they will discuss the matter with the Company. The Company and the Owner Operator will meet and attempt to come to a mutual agreement on the residual value of the vehicle. The Unit Chairperson or designate shall be present for the meeting.
- vii) In the event that the parties do not reach a mutual agreement in accordance with item v) above, the assessed value will be deemed to be the “book” value, as established by the applicable governmental insurance agency

2) **FUEL CONSUMPTION**

Gasoline prices will be the average price in Winnipeg and Regina/Saskatoon (blended average) for the provinces of Manitoba and Saskatchewan respectively.

	City KM/Ltr	Rural KM/Ltr
Van	4.6	6.0
Cube	3.2	4.0

3) **MAINTENANCE**

The vehicle maintenance payment will be determined by three factors:

- a) The type of vehicle
- b) The kilometers traveled
- c) Rural or city route

	City Per KM	Rural Per KM
Van	.039	.033
Cube	.072	.054

4) **INSURANCE AND LICENSE**

Each Owner Operator will be responsible for providing a copy of his/her insurance to the Company on a yearly basis. The factor to be used in the calculation will be based on a clean driving record and excludes enhanced deductibles and Manitoba rural insurance.

Note: Copies of all of the above shall be provided to the Unit Chairperson upon request.

Rates below reflect government provided rates 09-15-05 and are maximum allowable rates. Rates used in calculations will be the lower of these or the rates provided by the Owner Operator.

	Saskatchewan	Manitoba
Van	\$1,430	\$1,802
Cube	\$1,379	\$1,897

5) **WAGES**

As per the applicable hourly driving wage rate. This will include driving/pick up and delivery hours from the time of leaving the depot until the time of return to depot exclusive of breaks and layovers.

The sum of steps one (1) to five (5) shall be the daily minimum payment.

SPECIFICATIONS FOR SERVICE

The Owner Operator shall:

- a) be available to provide the service at all times and places established from time to time by LOOMIS;
- b) have on hand an adequate supply of suitable waybills, rate sheets, flyers and other supplies required by the applicable operating authority;
- c) prepare and submit detailed and accurate reports to LOOMIS for the services on a daily basis along with an Owner Operator daily check sheet and completed route sheet;
- d) submit red copies of waybills relating to pick-ups and green copies of waybills relating to deliveries to LOOMIS at the end of each work day;
- e) pick up and deliver every shipment of packages assigned by LOOMIS to the Owner/Operator in accordance with the instruction standards of service set by LOOMIS;
- f) be responsible for the loading, unloading, maintaining and servicing of the vehicle and the verifying of all customer material;
- g) discuss with LOOMIS any dispute respecting adjustments made to his waybill totals for any day and accept any adjustment respecting the totals of waybills made in their presence;
- h) ensure that the vehicle is clean, sound and in good working condition with all advertising materials supplied by LOOMIS properly displayed;
- i) ensure that the vehicle continues to meet the specifications of LOOMIS as to color, type, decaling and security;
- j) drive the vehicle in a safe, cautious and expeditious manner;
- k) conduct themselves in a polite and helpful manner while making pick-ups and deliveries on behalf of LOOMIS;
- l) exercise extreme caution and care to prevent any packages from being lost, stolen, misplaced, misdirected, damaged or destroyed;

- m) notify LOOMIS in the event of any accident, that an accident has taken place and if necessary arrange for an alternate to maintain service scheduling and to perform the balance of services to be performed by them for the remainder of the day concerned;
- n) not use or be under the influence of any alcohol or drugs while performing the services;
- o) properly lock any door when leaving premises which the Owner Operator has gained access to by virtue of any keys supplied by LOOMIS or the customer concerned;
- p) obtain the appropriate signature on the Pulse scanner or a fully completed sub waybill as proof of delivery;
- q) make every effort to ensure that all parcels and envelopes are handled appropriately and with care;
- r) report and record on the route sheet any deliveries or pick-ups not completed exactly as instructed for any reason;
- s) ensure that the vehicle is kept locked and fully secured at all times;
- t) not allow any passengers not authorized by LOOMIS in the vehicle when performing the services;
- u) be responsible for ascertaining all of the service requirements necessary to perform as an Owner Operator to the satisfaction of LOOMIS;
- v) be responsible for ascertaining with any customer that the customer has a credit account with LOOMIS before extending credit; and
- w) provide a vehicle, when necessary, which must previously have been approved by LOOMIS.

SCHEDULE "C" – MANSASK BUSINESS AGREEMENT

AGREEMENT ENTERED INTO AT THE CITY OF _____ ON THIS _____

DAY OF _____, 20____.

BETWEEN:

LOOMIS EXPRESS (CANADA), LTD., having its head office at 90 Matheson Boulevard West, Suite 111, Mississauga, Ontario, L5R 3R3;

Hereinafter called the "LOOMIS "

AND:

(Full name)

(Address and postal code)

Hereinafter called the "DEPENDENT CONTRACTOR"

WHEREAS LOOMIS a common carrier by motor vehicle which, in the regular course of its operations, requires the services of dependent contractors;

WHEREAS the dependent contractor has applied to LOOMIS to enter into an agreement to supply transportation services with his/her own equipment on the terms and conditions hereinafter set out;

WHEREAS the dependent contractor warrants that he/she has the permits, equipment, skills and expertise necessary to operate commercial motor vehicles for the benefit of LOOMIS.

THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

TERM

1. This agreement shall take effect on the date of its signature and shall continue in full force and effect until terminated by either party as a result of a breach of contract or for justifiable business reasons.
4. This agreement may also be terminated, by either party, by serving a written notice to that effect, thirty days in advance.

PAYMENT

3. The schedule of rates is attached to this agreement as annex A. Payments shall be made to the dependent contractor every two (2) weeks or as otherwise agreed by the parties.
4. The remuneration paid to the dependent contractors includes an indemnity for vacation, indemnity for fringe benefits, funeral leaves and statutory holidays.

PURPOSE OF THE AGREEMENT

5. This agreement outlines the terms and conditions related to the provision of services in relation with customers of LOOMIS, to ensure that those services will be sufficient and to the satisfaction of LOOMIS and its customers.

DEPENDENT CONTRACTOR'S OBLIGATIONS

6. The dependent contractor agrees to:
- a) Maintain at all times valid permits as required by law, and abide by and operate within the limits of all related provincial and federal laws and regulations.
 - b) Accept sole responsibility for the operation of any and all vehicles supplied, freight handled, any and all personnel used to provide services, claims, fines, costs and legal expenses related to any infraction to the applicable laws.
 - c) Obtain and maintain insurance coverage, as more fully described in Schedule D of the collective agreement.
 - d) Promptly report any accident and any claim which could involve LOOMIS and fully cooperate with LOOMIS and any other person involved, for the settlement of any insurance claim.
 - e) Insure that the best interests of LOOMIS and its customers are maintained through a safe, efficient and professional operation.
 - f) Provide, on a consistent and reliable basis, safe equipment and sufficient and satisfactory services to meet the business requirements of LOOMIS and its customers.
 - g) Make every reasonable effort to meet established delivery times unless otherwise prevented by severe weather, operational or other extraordinary circumstances beyond the control of the dependent contractor.
 - h) Owner-Operators upon notification to the company will be permitted to take Leave of Absence of up to thirty (30) calendar days to provide for holidays, vacation or authorized leave. This provision does not apply to the regular use of a relief driver for up to one day per week.

Leave of Absence may be extended upon mutual agreement between the Company and the Union.
 - i) Where a replacement driver or swamper can be employed, provide at all times, licensed, competent and qualified personnel and make appropriate deductions and payments, as required by law, including deductions at source and worker's compensation.
 - j) Recognize the right of LOOMIS to modify areas of service from time to time, where necessary for service or efficiency.
8. The dependent contractor agrees that, in the performance of this contract, especially where he/she collects moneys on behalf of LOOMIS, he/she shall assume all the legal obligations of a person charged with administration of the property of others.

GENERAL

9. It is expressly agreed between the parties that LOOMIS shall, in no way, be responsible to the dependent contractor or to third parties, for any services and/or supplies provided to the dependent contractor. In the event of a claim resulting from supplies or services so provided, the dependent contractor agrees to indemnify LOOMIS and to plead in its stead.

10. LOOMIS may require, from time to time, proof that the dependent contractor abides by any and all of his/her obligations. The dependent contractor will, upon demand, give LOOMIS a written authorization to verify his/her status and the discharge of his/her contractual obligations with any government or person.
11. The dependent contractor recognizes that he/she cannot obtain more rights than those of a registered user of LOOMIS 's trade name, trademarks and logo-types and, as such, has no proprietary interest in same and where the equipment is withdrawn from service for any reason, all LOOMIS symbols, insignias, decals or other identification will be removed, prior to the release of final payments owing to the carrier.
12. The dependent contractor agrees that, during the term of this contract and in any case of termination thereof, he/she will not solicit any of LOOMIS 's customers nor will he/she compete directly or indirectly with LOOMIS, with respect to LOOMIS 's customers. In the event of termination by either LOOMIS or the dependent contractor, the dependent contractor will not solicit any of Loomis's customers directly for a period of three months following termination.
13. The dependent contractor and any employee, partner or associate of the dependent contractor may not be entitled to any benefits or rights which would not be afforded to an employee of LOOMIS, including but not limited to benefits such as company pension, governmental pension contributions, dental or medical insurance, life insurance, or unemployment or disability insurance.

SIGNED, SEALED AND DELIVERED:

LOOMIS EXPRESS (CANADA), LTD.

By: _____

WITNESS: _____

WITNESS: _____

DEPENDENT CONTRACTOR: _____

SCHEDULE "D" – MANSASK LIABILITY INSURANCE

The Owner Operator shall, at their own expense and without cost or expense to LOOMIS EXPRESS (CANADA), LTD., obtain and maintain during the term of this Agreement the following insurance in respect to the vehicle and in relation to the performance of services under this Agreement:

- a) Motor vehicle third party liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence on any vehicle utilized by the Owner Operator in providing services to LOOMIS EXPRESS (CANADA), LTD. under the terms of this Agreement together with any further statutory motor vehicle liability or other insurance which may be required under applicable laws or regulations;
- b) Comprehensive general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence against claims arising out of bodily injury or death or loss or damage to, or the destruction of property belonging to LOOMIS EXPRESS (CANADA), LTD. or its customers, including the loss of use thereof covering such perils as LOOMIS deems necessary and in such amounts and with such terms and conditions are reasonably acceptable to LOOMIS EXPRESS (CANADA), LTD. The Policy referenced herein shall contain an endorsement specifically covering the contractual liability of the Owner Operator under the terms of this Agreement.

The foregoing insurance must be placed with an insurer reasonably acceptable to LOOMIS EXPRESS (CANADA), LTD. The Owner Operator must further provide LOOMIS EXPRESS (CANADA), LTD. with a Certificate of Insurance evidencing the foregoing insurances prior to services being commenced. Said Certificates of Insurance evidencing the coverage's herein shall also contain the following provisions:

- 1) LOOMIS EXPRESS (CANADA), LTD. will be added to said policies as an additional insured but only with respect to liability that may result from the performance of the Agreement;
- 2) The Owner Operator and the insurers further agree to waive all rights of subrogation as against LOOMIS EXPRESS (CANADA), LTD.;
- 3) The policies shall contain severability of interest and cross liability clauses;
- 4) The Insurers will provide LOOMIS EXPRESS (CANADA), LTD. with thirty (30) days prior written notice of any cancellation or material change in the policies.

LETTER OF UNDERSTANDING MS-A1

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR CANADA)
(LOCAL 4215)
(HEREINAFTER REFERRED TO AS THE "UNION")**

SNOW DAY

If an Owner Operator attended the branch, loaded their vehicle and went on their route and attempted to make deliveries, they will be compensated with their daily minimum payment provided they contact dispatch to inform them of the hazardous conditions.

If an Owner Operator attended the branch, loaded their vehicle and did not leave the facility due to circumstances outside of their control (hazardous conditions, road closures by emergency services personnel, advisement of management to not go on their route); they will be compensated their daily minimum.

If an Owner Operator attended the branch, and did leave the facility at their own choice without management agreement regarding the circumstances, no compensation payment will be made.

If an Owner Operator does not attend the branch, no compensation will be paid (including daily minimums). The branch will not be making contact with the Owner Operator, however, in the event that the branch does contact the Owner Operator, the Owner Operator shall be paid the daily minimum at the rate as outlined in the agreement for Owner Operators.

LETTER OF UNDERSTANDING MS-A2

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR CANADA)
(LOCAL 4215)
(HEREINAFTER REFERRED TO AS THE "UNION")**

SUBSIDIES

Where a "Subsidy" exists as a result of the implementation of the New Payment Methodology to meet the 80/20 guarantee the subsidy shall remain in place with the route for the duration of the collective agreement.

It is understood by all parties that in ManSask that the above mentioned subsidies are paid over and above the minimum guarantee.

In the event a route with a subsidy becomes vacant for any reason and is reposted with at 80% of the original average stops, any subsidy attached to that route shall remain in place.

In the event of a reroute any route with a subsidy as outlined above that maintains 80% or more of the original average stops shall continue to receive the subsidy.

This LOU will remain in place for the duration of the Collective Agreement.

LETTER OF UNDERSTANDING MS-A3

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR CANADA)
(LOCAL 4215)
(HEREINAFTER REFERRED TO AS THE "UNION")**

PAYMENT FROM HANDHELD

During the term of this agreement, the Company intends to implement the paying of Owner Operators from the hand held device thereby eliminating paying from Owner Operator invoices.

The Company will work with the Union and Owner Operators to develop, test, and only if successful, implement the electronic payment.

It is agreed by both parties that a pilot project will be implemented at a branch of the Company's choice for a period of sixty (60) working days, in a branch in each province. At the expiration of the sixty (60) working days the Company will meet with a committee of no less than three (3) Owner Operators appointed by the Union, Unit Chair and/or designate for the purposes of studying and resolving any issues related to the program.

Should the electronic device fail and the company cannot recover the data for that day. The Owner operator will be paid the average over the last ten (10) working days for that day.

This program will not be implemented without the Union's approval in writing

LETTER OF UNDERSTANDING MS-A4

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
(HEREIN AFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR CANADA)
(LOCAL 4215)
(HEREINAFTER REFERRED TO AS THE "UNION")**

COMMUNICATION ALLOWANCE

The company agrees to provide \$30 for city or \$35 for rural drivers using their personal cell phones for Loomis business.

An Owner Operator who has been provided company paid communication equipment per Article 11.09 is not eligible to receive the above.

LETTER OF UNDERSTANDING MS-A5

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR CANADA)
(LOCAL 4215)
(HEREINAFTER REFERRED TO AS THE "UNION")**

OWNER OPERATOR WORKPLACE ACCOMODATIONS

1. The purpose of an early and safe return to work plan is to provide a fair and consistent practice for accommodating Owner Operators with available work who have been injured or have become ill or have become ill or injured and either permanently or temporarily, so as to ensure that their needs are accommodated in a manner that most respects their dignity as an integral part of the Company.
2. Owner Operator(s) who are qualified and capable shall be re-integrated into the workforce at the appropriate time based on verifiable medical documentation following an illness or injury if the Owner Operator is capable of performing available modified work within their medical restrictions.
3. It is agreed to by the Company that there will be no loss of any benefits agreed to in the C.B.A.
4. The Company recognizes their responsibility in accommodating Owner Operators in returning to the work place within their restrictions. Accommodating their restrictions may include such things as modification of a position, workstation, training, adjustments of the work performed, technical aids, or provide other work that is suitable within the member's restrictions.
5. The Union understands that each individual shall be addressed on an individual basis and that the situations of other members shall have no bearing, however no hourly employees hours shall be reduced or altered as a result of accommodating another individual.
6. The Company shall be able to place an Owner Operator in any position within the bargaining unit without having to post such position. Understanding that the Owner Operators shall not relinquish any rights granted under the C.B.A. if non-unionized work is to be performed.
7. The Company agrees that all accommodations must take the Owner Operator's current hours of work and time durations into consideration, providing it does not conflict with FAE/FAF.

8. When an Owner Operator is unable to discharge their obligations under the business agreement due to a WCB approved claim and in order to prevent the Owner Operator from suffering any financial losses as a result of the work related injury, the Company shall cover the cost of the replacement driver for up to a maximum twelve (12) weeks, provided the owner operator is cleared to drive for the entire duration of time required to service their route.
9. At the owner operators options he/she may forgo item #8 above and supply their own swamper/helper provided they meet all their legal obligations in regards to having an employee. The Owner Operator will be reimbursed up to \$150 per day during the period of time that he/she requires the assistance up to a maximum twenty-six (26) weeks.
10. Upon an Owner Operator being medically cleared for regular duties he/she shall at once be placed back into their original route he/she had held. During the period of disability, the route shall not be re-routed or abolished unless for justifiable and verifiable reasons, and to which reasons shall be provided to the Union.

MANSASK HOURLY SPECIFIC**ARTICLE MS-B1 - SCHEDULING WORKING HOURS AND OVERTIME****MS-B1.01 Work Week**

Except as provided in Article MS-B1.05 and MS-B16.06, the work week may be scheduled from Monday through Sunday. All times worked in excess of forty (40) hours in the week will be paid at time and one half (1 1/2 times) the basic rate of pay. All time worked in excess of eight (8) hours (ten (10) hours in accordance with Article 6.05) per day, will be paid at time and one half (1 1/2 times) the basic rate for the classification.

MS-B1.02 Hourly Employees

Hourly employees will be paid according to the hours scheduled unless they are allowed by the Company to leave work at their own request. No reasonable request will be denied.

MS-B1.03 Reporting Pay

Any employee ordered to report for work at a time specified by the Company, and who does report for work at the said time, will be guaranteed a minimum of four (4) hours pay in lieu thereof; unless the employee quits, or is discharged for cause prior to the completion of four (4) hours.

MS-B1.04 Time Off in Lieu

No employees shall be required to take time off in lieu of overtime hours worked.

MS-B1.05 Four Day Ten Hour Work Week

Upon mutual agreement, in writing, between the Company and the Union, a shift comprising four (4) consecutive days and ten (10) consecutive hours per day, excluding the lunch period, shall be established.

MS-B1.06 Regular Part-time Employees RE: Additional Hours

- (a) Regular part-time employees will be given the first opportunity by seniority and by classification to supplement their hours of work by indicating in writing their desire to be called for additional hours. This information will be updated by the employee by the first working day of each month; however, the Company is not restricted to the persons on this list. This item will not permit part-time employees to require regularly assigned casuals to give up their hours.
 - i) The list will be posted and a copy forwarded to the Unit Chairperson.
 - ii) Any employee that refused extra work when offered shall be removed from the list for the remainder of the month.
 - iii) All extra work will be by branch and group only.
- (b) When additional hours worked can reasonably be foreseen amounting to a maximum of eighty (80) hours in any one pay period, when included with the employee's regular schedule, the next senior part-time person will be offered the additional hours by classification.

- (c) Part time employees will be paid overtime rate of time and one half (1 ½) for all hours worked in excess of eight (8) or ten (10) hours (i.e. 4x10 hour shifts) in a work day dependent upon the employees shift bid and in excess of forty (40) hours in a work week.
- (d) Additional hours which are a continuation of a regularly scheduled shift are exempt from this provision.
- (e) When the Company determines that overtime is required, the Company will endeavor, wherever practicable, to utilize the most senior qualified available employee in that classification for overtime assignments when those assignments are known in advance and involve four (4) or more hours of work. All overtime hours will be voluntary. Any employee who wishes to be considered for such assignments must advise the Company in writing and update the advice by the first working day of each month however, the Company is not restricted to the persons on the list. The Company will post the list of employees who have signed.

MS-B1.07 Work Performed Before Scheduled Reporting Time

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

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

MS-B1.08 Unpaid Meal Periods

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

MS-B1.09 Paid Rest Periods

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

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

No breaks will be taken in the first or last hour of work on a shift unless mutually agreed to by the supervisor and the employee.

MS-B1.10 Offer of Overtime

All overtime hours shall be offered in order of seniority provided the employee has sufficient qualifications to perform the required work.

MS-B1.11 Vacancy in an Owner/ Operator Run

When there is a vacancy in an Owner/Operator run, the work will be offered to the hourly employees in order of seniority until such time as the run is permanently filled. The Company will use existing hourly employees however, if there are no hourly employees available, the Company will fill the work with agents until the posting is complete. This would apply to any vacant position.

ARTICLE MS-B2 - STATUTORY HOLIDAYS**MS-B2.01 Statutory Holidays Observed**

The following statutory holidays will be observed with pay:

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

MS-B2.02 Holiday Paid in Addition to Vacation Pay

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

MS-B2.03 Day in Lieu

If a recognized holiday occurs during an employee's vacation or on a regular day off, the employee, by mutual consent, shall receive a day off with pay or a regular day's pay at straight time. Should the employee choose a day off, it may be taken on the first working day following their vacation.

MS-B2.04 Determination of Holiday Day

In the case of a statutory holiday falling on a Monday, employees whose work week commences on Sunday, Sunday shall be their statutory holiday and their work week will then commence on Monday. In case of a statutory holiday falling on a Friday, Thursday shall be their statutory holiday and their work week would then be completed on Thursday morning.

MS-B2.05 Eligibility

Eligible employees are those employees who are full-time and part-time employees regularly scheduled to work a minimum of twenty (20) hours per week and have been employed in excess of thirty (30) calendar days. An eligible employee will be entitled to pay for the above noted holidays, although no work is performed provided such employees work their full scheduled shift prior to the holiday **or** their full scheduled shift after the holiday, unless excused by their supervisor. Reasonable reasons for absences shall be recognized by the Company.

MS-B2.06 Method of Computing Holiday Pay

Holiday pay will be computed by multiplying the employee's basic hourly rate of pay by the average number of hours per day worked by the employee during the previous twenty (20) worked days.

MS-B2.07 Payments for Statutory Holidays

Those employees working in accordance with Article MS-B1.05 will receive their normal day's pay if the holiday falls on their regularly scheduled day of work. If the holiday falls on a non-regularly scheduled day of work, the employee will receive ten (10) hours pay at the basic rate for their classification.

MS-B2.08 Payments for Shifts Start

If an employee's normal shift starts prior to 12:01 A.M. of the declared holiday, the employee will be paid at their regular scheduled rate. Any employee commencing work before 11:59 P.M. of the declared holiday will be paid at time and one half (1 1/2 times) for the day worked in addition to the holiday pay.

MS-B2.09 Proclamation of New Statutory or New General Holidays

In the event a statutory holiday is proclaimed by the federal or provincial government, such holiday shall also be observed if not already listed in the above holidays.

ARTICLE MS-B3 - VACATION AND VACATION PAY**MS-B3.01 Vacation Selection, Approval and Posting**

- (a) Each employee will select their desired time for vacation, understanding that vacations cannot be taken until after seniority date. An employee shall be required to select their vacation dates prior to March 31st of each year. Any employee failing to select their vacation date, except for bona fide sickness or injury where the Company is unable to contact, shall be required to wait until all other eligible employees within the depot or branch have selected their dates.
- (b) The Company shall post the list of chosen vacation dates on the Company bulletin board by April 15th. These shall be considered as the Company approved vacation schedules. All vacation requests submitted after April 15th will be responded to within ten (10) business days. These requests shall be granted on a first come first serve basis.
- (c) Should the Company not post the vacation list by April 15th, or fail to respond to a vacation request in accordance with (b) above, the hourly employees' request(s) will be escalated to a Step 3 grievance.
- (d) Any employee who wishes to change their selection after March 31st will not be able to exercise their seniority rights on their revised selection, which shall require the Company's approval.
- (e) A copy of the approved vacation schedule and any changes or updates shall be forwarded to the Unit Chairperson.

MS-B3.02 Employees Allowed Off on Vacation

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

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

MS-B3.03 Splitting Vacation Weeks

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

MS-B3.04 Vacation Entitlement

Full time and part-time employees who have completed one (1) year of service as regular employees shall be entitled to vacation with pay on or after their seniority dates.

VACATION SERVICE REQUIREMENTS AND ENTITLEMENT		
Years' Service	Entitlement Weeks	% of Earnings
One (1)	Two (2)	4%
Three(3)	Three (3)	6%
Eight (8)	Four (4)	8%
Twelve (12)	Five (5)	10%
Twenty (20)	Six (6)	12%

MS-B3.05 Vacation Pay

Full-time and part-time employees will receive vacation pay at the percentage entitlement applied to their annual gross earnings for their anniversary year for which they are receiving their vacation. Upon request, casual employees will receive their vacation pay which has been accrued at four percent (4%) of their earnings.

MS-B3.06 Payment by Separate Deposit

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

MS-B3.07 Call-In or Working During Booked Vacation

Employees, while on vacation, cannot be called in to work unless the employee agrees. When an employee is called in by mutual agreement, prior to them returning to work, the employee and the Company will reschedule the employee's remaining vacation by mutual agreement.

MS-B3.08 Paid Out Upon Leaving the Company/ Retirement

Any hourly employee leaving the employ of the Company, or upon retirement, shall be entitled to be paid out any accrued vacation as per Article MS-B3.04.

MS-B3.09 No Accumulation of Vacation

Employees must take their earned vacation for which they are eligible, within twelve (12) months from the end of the anniversary year for which the vacation was earned. No employee will be permitted to accumulate vacation from year to year except when the employee is absent on leave of absence for medical purposes.

ARTICLE MS-B4 - SENIORITY**MS-B4.01 Seniority Date**

- (a) A bargaining unit member's 'district seniority' date is defined as the length of continuous service the bargaining unit member has in the district since the date he/she last entered into the service of the Company.

A bargaining unit member's 'group' seniority is the date on which the bargaining unit member last entered the group within the branch (Hourly or Owner Operator group).

Bargaining unit members will not be permitted to transfer seniority from one group to the other unless specifically set out in this Agreement.

- (b) The purpose of seniority is to provide a policy governing preference for jobs, bumping in accordance with the Collective Agreement, vacation scheduling, lay-offs and recalls.
- (c) Service is a bargaining unit member's continuous service from the date they last entered into service of the Company and is used for vacation entitlement and pension where applicable.

MS-B4.02 Seniority List

A list indicating bargaining unit members' seniority date and name shall be placed on the Company bulletin board in each branch on a quarterly basis. A copy of the list shall be provided to the Unit Chairperson. Errors will be corrected by mutual agreement, in writing, between the Unit Chairperson and the Company.

MS-B4.03 Probationary Employees

- (a) All hourly employees shall be considered as on probation during the first ninety (90) calendar days worked following their last date of hire. If found unsuitable during this period, such employee will not be retained in the service. After the completion of this ninety (90) calendar day period, the employee shall be placed on the seniority list and their seniority shall be established retroactively from their date of last hire.
- (b) In the event that a casual worker secures a part-time or full-time position, they will not be required to repeat the probationary period outlined in Article 10.03 (a) provided they have worked seven hundred and twenty (720) hours with the Company.

MS-B4.04 Loss of Seniority

Hourly employees shall lose their seniority and their employment will be terminated under this Collective Agreement in any of the following events:

- (a) They are discharged for cause and not reinstated under the grievance/arbitration process;
- (b) They voluntarily leave the employ of the Company;
- (c) They fail to report for work after a lay-off within five (5) working days following the recall date of return to work and notification by registered mail, except for a bona fide emergency where communicated to the Company within five (5)

working days;

- (d) They fail to report to work for three (3) working days without notifying the Company, except for a bona fide emergency.
- (e) They have been on lay-off for a period of eighteen (18) months or longer;
- (f) They transfer to another district or branch with the Company but outside the bargaining unit.

MS-B4.05 Job Vacancies Posted During Leave of Absence

Bargaining unit members on leave of absence may not exercise seniority for job vacancies posted during this period.

MS-B4.06 District Seniority

- (a) If an hourly employee or Owner/Operator who bids onto or accepts any vacant route or position in the other group, he/she will lose their district seniority and their seniority in their former group and establish new seniority dates effective with the date of transfer. They do not lose service but any time worked as an Owner/Operator will not count as service for the purpose of vacation. The only exception to (a) is Article MS-B4.07.
- (b) Bids for vacant positions will be awarded by group seniority first and then by district seniority. The only exception to (a) is Article MS-B4.07.
- (c) An Owner/Operator must work a twelve (12) month period in his/her hourly position before he/she is entitled to vacation.
- (d) An hourly employee who transfers to the Owner/Operator group will be paid out all outstanding accrued vacation pay at the date of transfer.

MS-B4.07 Vacant Owner Operator Route Changed to Hourly Route

If the Company changes a previously occupied vacant Owner Operator route to an hourly route or a previously occupied vacant hourly route to an Owner Operator route, both Owner Operators and hourly employees may bid on the route and, the successful applicant will be entitled to take their district seniority and service to the other group.

MS-B4.08 District Seniority List

In creating a new district list for existing bargaining unit members, conflicts will be resolved by a draw of names witnessed by the Unit Chairperson. In case of multiple hiring's on a given day, seniority for new bargaining unit members will be determined by the time stamped on their offer of employment.

MS-B4.09 Seniority During Leave of Absence

A bargaining unit member will not lose his/her seniority while on approved leave of absence including medical leave or Workers Compensation. A bargaining unit member who is absent due to illness or injury may be required to provide ongoing proof of disability every three (3) months.

MS-B4.10 Altered Shifts

- (a) If an hourly employee's hours of work are reduced due to operational requirements, the employee shall have the right to retain the altered shift or exercise their seniority to any junior hourly position within the Branch provided they have sufficient qualifications to perform the required work.
- (b) If an hourly employee is displaced by another employee, he/she shall have the right to exercise their seniority to any hourly position their seniority entitles them to within the Branch provided they have sufficient qualifications to perform the required work.
- (c) In the event of an increase of two (2) hours or more, for a period of three (3) weeks or more, the shift will be posted subject to Article 16.
- (d) The Company shall give two (2) weeks' notice to the affected employee when there is a change in hours in accordance with this article.
- (e) Each affected employee shall have five (5) working days to decide whether to accept the altered shift or to exercise his/her seniority to another hourly position.
- (f) This article shall not be used to circumvent Article 11 and/or 16.
- (g) An employee returning from a leave of absence that has had their hours of work altered as above shall be entitled to exercise their seniority as per this article.

ARTICLE MS-B5 - HEALTH AND WELFARE**MS-B5.01 Program Details**

The Company shall provide a comprehensive health and welfare plan, the cost of which will be paid in full by the Company.

These benefits include:

- 1) Death benefits
 - Life Insurance up to a maximum of \$40, 000 based on the options selected in the plan
 - Accident, Death and Dismemberment up to a maximum of \$40,000 based on the option selected
- 2) Provincial Medical Insurance applicable for each province
- 3) Major Medical Insurance
 - Prescriptions will be covered 100% with no deductible
- 4) Dental Plan - 3 month waiting period.
- 5) Weekly Indemnity
 - Short Term Disability - 70% of average weekly earnings up to the EI maximum for 15 weeks

- Long Term Disability - 70% of average weekly earnings to a maximum of \$300.00/week for two years. As of January 1st, 2018 maximum of \$400.00/week as per the National agreement.
 - Average weekly earnings will be based on the six weeks prior to disability
- 6) Felonious Assault - \$20, 000 from the date of hire
 - 7) Personal Accident Insurance
 - Optional insurance paid for by the employee
 - 8) Vision Care
 - \$350.00 every 24 months for employee and eligible dependents

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

MS-B5.02 Group Accident Insurance Plan

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

Any new eligible dependents (spouse, unmarried children), must be enrolled within the thirty-one (31) day eligibility period from the date on which an employee acquires a dependent.

The employee must complete a Declaration of Status document in order to qualify for health and welfare benefits.

A spouse is deemed to be:

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

MS-B5.03 Sick Leave Pay

- (a) Employees who work sixteen hundred (1,600) hours or more in the previous year shall, upon each anniversary year of employment, have six (6) days, forty-eight (48) straight time hours sick leave with pay placed in their sick leave bank.
- (b) Unused sick leave days will be paid out at straight time rate at the end of each anniversary year providing that the bank does not go below six (6) days per year. All sick leave entitlement previously granted will be required for sick leave or paid out within the maximum cash out of six (6) days per year. Maximum cumulative sick days in the bank cannot exceed twelve (12) days.
- (c) If an individual's status (full-time; part-time) changes they will have thirty (30) calendar days to withdraw hours in excess of their new maximum cumulative days.

- i) Employees will be eligible to use their sick leave entitlements for day care conflicts, family emergencies, and dental/medical appointments.
- ii) Regular part-time employees will be credited with sick leave based on hours worked for each anniversary year of employment multiplied by a factor of .03. Maximum cumulative days in the bank cannot exceed twelve (12) days.

ARTICLE MS-B6 - LAY-OFFS

MS-B6.01 Seniority to Govern

The Company and the Union accept the principle of seniority in lay-offs and recall and agree that if the hourly employee possesses the required qualifications and ability, seniority will govern. Casuals shall be the first to be laid off followed by the least senior employee.

MS-B6.02 Recall of Employees

When adding to the work force of the hourly employees covered by this Agreement, those previously laid off will be recalled on the basis of seniority.

MS-B6.03 Notification of Recall

The Company will notify such employees of recall at their last known address by registered mail. If such employees fail to report within five (5) business days from date of receipt the employee will be governed by Article MS-B4.04 (c). A copy of all recall notices shall be forwarded to the Unit Chairperson.

MS-B6.04 Notice of Pay in Lieu of Layoff

In the event of a lay-off, employees employed more than three (3) consecutive months will receive two (2) weeks' notice in writing of such lay-off or two (2) weeks' pay in lieu of notice.

MS-B6.05 Severance Pay

Severance Pay - Regular full-time and part-time employees with one (1) year or more of service, whose employment is terminated for reasons other than just cause, will receive two (2) weeks' pay for every year of service. This amount will be pro-rated for partial years. Severance pay will be based on the employee's average weekly earnings (excluding overtime earnings) for the previous year or portion thereof. If the employee accepts the severance pay, then his/her employment will be terminated and he/she will not be eligible for recall.

MS-B6.06 Layoff Notices

A copy of all layoff notices shall be forwarded to the Unit Chairperson.

ARTICLE MS-B7 - SAFETY AND EQUIPMENT**MS-B7.01 No Requirement to Operate Unsafe Vehicles or Equipment**

The Company will not require hourly employees to operate any company vehicle on the streets or highways that is not in safe operating condition or equipped with safety appliances prescribed by law. All unsafe vehicles shall be locked out and red tagged.

MS-B7.02 No Requirement to Operate Equipment in Violation of any Relevant Statutes

The Company will not require hourly employees to operate any equipment that is in violation of any relevant statutes. It will not be a violation of this Agreement when hourly employees refuse to operate unsafe equipment or those not properly equipped as prescribed by law.

MS-B7.03 Vehicle to be Approved Safe by Company

The Company will not ask any hourly employee to take out a vehicle until same has been approved as being safe by the Company. In the event of a dispute over the condition of a vehicle, the matter shall be resolved after consultation between a member of Management, a Union Representative, and a certified mechanic. The certification as to the safety of the vehicle shall be in writing. Should said vehicle be certified by a mechanic as safe, then the employee who refused to take the vehicle out may be subject to discipline if, after the matter has been investigated by the Company and Union, the refusal was found to be frivolous.

- (a) Hourly employees will immediately, or at the end of their respective shifts, report all vehicle malfunctions and defects of equipment. Such reports will be made on a suitable form furnished by the Company and will be made in multiple copies; one (1) may be retained by the hourly employee.
- (b) Hourly employee operated Company vehicles will be equipped with a hand cart.
- (c) Maintenance of the equipment in good running condition is the duty and responsibility of the Company.
- (d) All Company vehicles will be equipped with adequate heaters, windshield wipers and defogger. These will be kept in good operating condition at all times. The driver's area will include a protective barrier between the driver and the freight.
- (e) Windshield washer solution and motor oil shall be made readily available at all times at the Company's expense for Company vehicles.
- (f) The Company must keep speedometers, odometers and fuel gauges in proper working order and reasonably accurate.

MS-B7.04 Investigation Period Relating to an Accident

Hourly employees held out of service during the investigation period relating to an accident in which that hourly employee was involved, will be paid for all time lost should it be found that the hourly employee was not at fault.

MS-B7.05 Accidents Reviewed by Joint Health and Safety Committee

All accidents will be reviewed by the joint Health and Safety Committee who shall provide the Company with a detailed report in writing of their recommendations for preventative measures. Any hourly employee involved in a preventable accident may be required to attend a Defensive Driving course and the Company will cover the cost of the course and their lost wages if the driver is not on suspension.

MS-B7.06 Paying of Fines

Hourly employees will be responsible for paying all fines incurred while driving a Company vehicle if proven to be at fault.

MS-B7.07 Disciplinary Action for at Fault Accidents

Accidents for which the hourly employee is found at fault or for which their action or lack of action is a contributing factor, may result in disciplinary action.

Hourly employees involved in accidents will be notified by the Company as to whether the accident was preventable or unpreventable.

Drivers will not be responsible for damage while towing or pushing a vehicle, if instructed to do so by the Company.

A bargaining unit member will notify their supervisor for direction on handling goods in the event an article is not properly packaged or presents a hazardous potential. The bargaining unit member and the Supervisor will mutually agree on a course of action to be taken.

Where required, the Company will provide and maintain a first aid room in keeping with Federal and Workers' Compensation Board regulations.

The Company will reimburse a bargaining unit member for the cost of procuring a driver's abstract and/or police record at the request of the Company upon presentation of a receipt. New bargaining unit members shall incur such costs for the above at first hiring.

MS-B7.08 Joint Health and Safety Committee at Each Location

There shall be a Joint Health and Safety Committee at each location with a Union and Company Co-Chair. A minimum of two (2) employees from each party shall serve on the Committee; the Company representation shall not exceed the number of Union employees. The duties and responsibilities of the Committee include but are not limited to the following:

- (a) The Health and Safety Committee shall meet on a monthly basis.
- (b) Minutes of the meeting shall be posted and copies shall be provided to the Unit Chairperson and each member of the Health and Safety Committee.
- (c) When a Union member of the Health and Safety Committee is unable to attend a meeting, a designate will be selected by the Union.
- (d) The Committee will conduct a safety inspection of the entire workplace prior to each Committee meeting including warehouse, office, yard and parking lot.
- (e) Copies of all reports, records and documents pertaining to health and safety will be provided to the Union Co-Chair.

- (f) The Union Co-Chair or designate shall be allowed to accompany a government inspector on any/all inspection tours and to speak with the inspector on matters of concern. It is understood that concerns must be brought to the attention of the joint Health and Safety Committee prior to speaking with any inspector.

MS-B7.09 Investigations of Accidents by Joint Health and Safety Committee

All investigations of accidents and unsafe working conditions shall be conducted by the joint Health and Safety Committee.

MS-B7.10 Right to Refuse Unsafe Work

A bargaining unit member may exercise their right to refuse unsafe work in accordance with the provisions outlined in the Canada Labour Code.

MS-B7.11 Company to Provide Applicable Regulations

The Company shall apply the provisions of Part 2 of the Canada Labour Code and any other applicable regulations. These regulations shall be considered to be the minimum acceptable standards.

MS-B7.12 Transportation When Injured

In the event of an injury on the job, the Company shall provide transportation from the point of injury to the point of treatment on the day of injury, and the point of treatment to the employee's residence.

MS-B7.13 Packages Weighing Over 70 lbs/ 32 kg

The Company and the Union agree that packages weighing over seventy (70) pounds or thirty-two (32) kg will be handled safely and according to Company policy. Employees must request assistance from the Company and /or customers to handle such packages. In the instance where no help is available, employees will not be required to handle such packages.

MS-B7.14 Employees Paid When Attending Health and Safety Meetings

All time spent in attendance at regularly scheduled joint Health and Safety meetings or in activities approved by the Company, shall be paid at the employee's regular hourly or overtime rate of pay whichever is applicable. The time spent is to be considered as time worked.

MS-B7.15 National Health and Safety Policy Committee

The Local President of the Union will appoint one (1) member from the district as a member of the National Health and Safety Policy Committee.

MS-B7.16 Disabling Injury on the Job

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

ARTICLE MS-B8 - BEREAVEMENT LEAVE

MS-B8.01 Bereavement Leave

- (a) Every full-time and part-time employee shall be entitled to a paid leave up to four (4) working days, in the event of the death of a spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and any relative in the employee's domicile. Proper justification must be provided upon request. This article will apply to common-law and same sex relationships.
- (b) Employee's may request that bereavement leave be extended by an additional two (2) days. The additional two (2) days that are granted will be deducted from the employee's sick leave bank.
- (c) This provision does not apply if the death occurs during the employee's paid vacation or while the employee is on a leave of absence or lay-off.

ARTICLE MS-B9 - JURY DUTY

MS-B9.01 Jury Duty

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

ARTICLE MS-B10 - LEAVE OF ABSENCE

MS-B10.01 Unpaid Leave of Absence

If an employee desires an unpaid leave of absence for reasons other than those referred to in this Agreement, proper justification, in writing, must be submitted to the Company as soon as possible. The Company agrees that no legitimate or reasonable request will be denied. An employee shall retain and accumulate seniority while on an approved leave of absence. Extensions beyond sixty (60) days must be mutually agreed to in writing between the Company and the Union.

MS-B10.02 Maternity, Paternity, Adoptive and/or Parental and Compassionate Leave of Absence

Maternity, paternity, adoptive and/or parental and compassionate leave of absence will be granted in accordance with the applicable legislation.

MS-B10.03 Requests for Leaves of Absence

Requests for leaves of absence shall be responded to by the Company within ten (10) business days, with a copy forwarded to the Unit Chairperson.

ARTICLE MS-B11 - JOB POSTING**MS-B11.01 Job Posting Requirements**

- (a) When a job vacancy occurs for any reason or a new position is created or the hours change on a position in accordance with Article MS-B4.10 (c), the Company will post within five (5) business days at all locations, the said vacancy for three (3) business days, in order that the employees may bid for the vacancy in writing. Such notice shall provide information regarding the classification, scheduled hours, and regular duties. Selection will be on the basis of the employee's qualifications and seniority. Positions will be awarded within ten (10) business days from the date of the posting's closing. Employees shall occupy an awarded position within twenty (20) business days from being awarded the position. These time frames may be extended by mutual agreement. A copy of all postings will be given to the Unit Chairperson.
- (b) All employees who are awarded a posted position must serve a ninety (90) calendar day trial period in their new position. If the employee does not, in the opinion of the Company, qualify for the position concerned, they shall revert to their former position without loss of seniority.
- (c) During this ninety (90) day period, these employees will not be permitted to bid on any newly posted vacancy.

MS-B11.02 Work Schedule Changes

A work schedule change of two (2) hours or less will not require job posting. This only applies to start and finish times of a shift and not the total hours of work. In an emergency one-time situation, a work schedule may be changed by more than two (2) hours without the required three (3) business days posting.

This provision does not apply to casual employees.

MS-B11.03 Notification of Successful Bidder

Eligible employees who apply for posted job vacancies shall be notified in writing of the name of the successful bidder with a copy given to the Unit Chairperson.

MS-B11.04 Absences for Thirty (30) Working Days or More

Should a full-time employee be absent from work for thirty (30) working days or more for legitimate reasons, this position will be offered to the part-time employees in order of seniority within that depot for the duration of the full-time employee's absence.

Should a part-time employee be absent from work for sixty (60) working days or more for legitimate reasons, this position will be offered to the part-time and casual employees in order of seniority within that depot for the duration of the part-time employee's absence.

In the event that a casual employee is successful in obtaining a temporary position (part-time or full-time), they will retain their "casual" status and will not receive any further benefits beyond the casual entitlement. Temporary postings, when possible, must have duration of posting and length of shift.

MS-B11.05 Branch or Depot Closure/ Position Discontinued

In the event that a branch or depot closes, or should any position within the bargaining unit be wholly discontinued, and/or any employee be displaced the following will apply:

- (a) An hourly employee must exercise his/her seniority by bidding into any vacant position or displace any junior hourly employee in their branch; or may, at his/her option, displace the junior hourly employee in the district.
- (b) No hourly employee will be required to accept a vacant position outside of their branch.

MS-B11.06 Article Defined

This entire article will apply only to the filling of the original vacancy created, and the next vacancy thus created. The resulting third vacancy shall be filled by the senior qualified employee who requests same in writing.

MS-B11.07 Temporary Postings

Temporary postings will be posted only for coverage of approved leaves of absence, summer vacation relief, or as agreed upon between the Company and the Unit Chairperson. All temporary postings will have a start and approximate finish date or shall be posted as an indefinite posting.

ARTICLE MS-B12 - TRAINING**MS-B12.01 Training Courses and/or Educational Meetings Outside of Business Hours**

From time to time, bargaining unit members will be required to attend training courses and/or educational meetings outside of business hours. The Company will provide two (2) weeks' notice of such meetings. On such occasions, attendance is compulsory.

When these hours fall on a scheduled work day,

- (a) Hourly employees shall be paid at time and a half (1.5) of their hourly rate within their classification except if it is a continuation of a shift and does not carry the hourly employee into an overtime position.
- (b) Owner Operators will be paid as the regular Courier Driver at a straight time hourly rate of pay for all hours spent in training, or the out-of-pocket expense of a replacement driver, whichever is applicable. For all hours after a normal days work, the Owner Operator shall be paid one and one-half (1 ½) times the courier driver hourly rate under Schedule of Fees.

When these hours fall on a non-scheduled work day,

- (a) Hourly employees will be paid for all time spent in training with a minimum of four (4) hours at time and one half (1 ½) if this puts the employee over forty (40) hours in that week and a minimum of four (4) hours at regular time if this does not put them over forty (40) hours in one week.
- (b) Training on an Owner Operator's day off shall be avoided, however, where such training is unavoidable, the Owner Operator will be paid one and one-half (1 ½) times the courier driver hourly rate under Schedule of Fees.

It is understood that this Article is not applicable to tailgate meetings and information sessions.

MS-B12.02 Training as Required by Dangerous Goods Regulations

The Company will ensure that each and every bargaining unit member is properly trained to meet their full responsibilities and duties, including training as required by dangerous good regulations. No bargaining unit member will be asked or required to perform work with dangerous goods unless they have received proper training.

MS-B12.03 Cross Training

Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such positions, and during the regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. Their supervisory officer may for this purpose arrange with the interested employees to exchange positions for temporary periods without affecting the rates of pay of the employees concerned. The Unit Chairperson will be informed in writing when employees exchange positions in accordance with this Article.

MS-B12.04 Training on a Voluntary Basis

Where training opportunities/equipment are provided on a voluntary basis, an employee taking advantage of such training will not be compensated.

MS-B12.05 Paid Training for New Bargaining Unit Members

The Company will pay new bargaining unit members under the terms of the Collective Agreement for any and all training required for them to be able to perform their duties. The Company will pay bargaining unit members under the terms of the Collective Agreement who are successful applicants for a new position, or have displaced onto a new position, any and all familiarization required for them to be able to perform their duties.

ARTICLE MS-B13 - MISCELLANEOUS

MS-B13.01 Suspension of Driver's License

If a driver's driving privileges are suspended or rescinded for any reason, the driver will be laid off until a vacancy occurs, at which time the laid off driver will be recalled as outlined in Article MS-B6.

MS-B13.02 Reporting Changes to Personal Address or Telephone Numbers

It shall be the responsibility of every bargaining unit member to keep the Company and the Union informed of any and all changes of address or telephone numbers. Such information will be supplied in writing within three (3) business days of such change. Any bargaining unit member that fails to comply with this article shall not be able to file a grievance against the Company as it relates to any matter where the Company is unable to contact the bargaining unit member.

MS-B13.03 Loss/ Damage of Destruction of Personal Property

The Company shall not be responsible for the loss, damage or destruction of bargaining unit members' personal property while such property is on the Company's premises, in vehicles or equipment, or in use on Company business.

MS-B13.04 Copy of Collective Agreement

The Company will provide each bargaining unit member a copy of the Collective Agreement. New bargaining unit members will be provided with a copy of the Collective Agreement within five (5) working days of hire, provided the Collective Agreement has been ratified, signed, and is available for distribution to bargaining unit members.

MS-B13.05 Vending Machines on Company Premises

The Company shall allow the Union to provide soft drinks, coffee and similar vending machines on the Company's premises, subject to approval of the Company as to the location and the supplier. All monies from such vending machines shall belong to the local union and shall be maintained by the unit chairperson or his/her designate.

MS-B13.06 Maintenance of Employee's Lunchroom

Maintenance of the employee's lunchroom will be the responsibility of the Company, however, bargaining unit members agree to observe common courtesy, manners and rules of cleanliness in the use thereof.

MS-B13.07 Wages While Attending Union Business Outside the Workplace

Upon request from the Local Union, the Company will pay Union representatives' wages while they attend union business outside the workplace, and will invoice the Local monthly for reimbursement.

MS-B13.08 No Loss of Pay for Bargaining Committee Member During Negotiations

The Company agrees that one (1) hourly bargaining committee member from each of the three locations (Winnipeg, Regina, and Saskatoon), who would have normally been working during contract negotiations with the Company, shall suffer no loss in regular pay for those days spent in negotiations.

MS-B13.09 Audio and Video Surveillance Devices

Audio and video surveillance devices will not be placed in areas where bargaining unit members are entitled to expect privacy such as washrooms and locker rooms. Bargaining unit members shall be made aware when surveillance equipment is being used in the workplace.

ARTICLE MS-B14 - MEDICAL EXAMINATIONS

During the life of the Agreement, the Company and the Union agree to the development of a joint medical examination policy. It is understood between the parties that until this policy has been developed and approved, the current language in the Collective Agreement will be maintained.

MS-B14.01 Company Requested Examinations

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

MS-B14.02 Payment for Medical Examinations

- (a) When a medical examination is required by the Company, other than a medical for pre-employment, for W. C. B. or M. S. A., the employee shall be paid for actual time involved, not to exceed four (4) hours if during working hours.
- (b) Any employee who drives a motor vehicle in the course of employment must take a medical examination to verify their right to drive such motor vehicle. Such examination not paid for under the Provincial Health Plan will be paid for by the Company.

MS-B14.03 Procedure When Employee Ruled Unfit

If, following a Company requested medical examination, any employee is deemed physically incapable of carrying out their regularly assigned duties, the following procedures shall be followed:

- (a) The Company shall notify the employee of the medical findings in respect to the employee. Should the Union or the employee disagree with the said findings, the employee, at their own expense, if such expenses are not covered by the Provincial Health Plan, shall have the right to be examined by their personal physician.
- (b) Where there is no agreement between the Company's physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
- (c) The findings of the consultant shall be final and binding on all parties.
- (d) Fees of the consultant shall be borne jointly by the Company and the Union if such costs are not covered under the Provincial Health Plan.
- (e) Should the consultant deem the employee to be capable of carrying on with their assigned duties, then the employee shall not suffer any loss of earnings caused by their having been removed from, or temporarily suspended from their regularly assigned duties.

MS-B14.04 Disabled and Unfit Employees

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

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

MS-B14.05 Notification of Examination

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

MS-B14.06 Company's Modified Work Program

The Company will work with the Union on a joint advisory basis regarding the Company's modified work program and will consider any suggestions the Union makes regarding work that could be offered to employees requiring modified duties.

ARTICLE MS-B15 - CLASSIFICATION AND WAGES**MS-B15.01 Full and Regular Part-Time Employees**

April 1 2017	0 to 12 Months	13 to 24 Months	25 to 36 Months	37 to 48 Months	49 to 60 Months	Top rate
Warehouse	\$14.92	\$15.91	\$16.91	\$17.91	\$18.90	\$19.90
Driver	\$15.07	\$16.07	\$17.07	\$18.07	\$19.08	\$20.08
Leadhand	\$15.62	\$16.66	\$17.71	\$18.75	\$19.79	\$20.83
Clerical	\$13.77	\$14.66	\$15.55	\$16.43	\$17.32	\$18.20
April 1 2018	0 to 12 Months	13 to 24 Months	25 to 36 Months	37 to 48 Months	49 to 60 Months	Top rate
Warehouse	\$15.37	\$16.39	\$17.42	\$18.45	\$19.47	\$20.50
Driver	\$15.52	\$16.55	\$17.58	\$18.61	\$19.65	\$20.68
Leadhand	\$16.09	\$17.16	\$18.24	\$19.31	\$20.38	\$21.45
Clerical	\$14.18	\$15.10	\$16.02	\$16.92	\$17.84	\$18.75

April 1 2019	0 to 12 Months	13 to 24 Months	25 to 36 Months	37 to 48 Months	49 to 60 Months	Top rate
Warehouse	\$15.75	\$16.80	\$17.86	\$18.91	\$19.96	\$21.01
Driver	\$15.91	\$16.96	\$18.02	\$19.08	\$20.14	\$21.20
Leadhand	\$16.49	\$17.59	\$18.70	\$19.79	\$20.89	\$21.99
Clerical	\$14.53	\$15.48	\$16.42	\$17.34	\$18.29	\$19.22

April 1 2020	0 to 12 Months	13 to 24 Months	25 to 36 Months	37 to 48 Months	49 to 60 Months	Top rate
Warehouse	\$16.14	\$17.22	\$18.31	\$19.38	\$20.46	\$21.54
Driver	\$16.31	\$17.38	\$18.47	\$19.56	\$20.65	\$21.73
Leadhand	\$16.90	\$18.03	\$19.17	\$20.28	\$21.41	\$22.54
Clerical	\$14.89	\$15.87	\$16.83	\$17.77	\$18.75	\$19.70

- (a) Casual hours to be paid at the entry rate for the classification.
- (b) Effective from the date of ratification, employees paid on an hourly wage basis will be paid a premium of ninety (.90) cents per hour for all hours worked between twelve o'clock midnight (12:00 A.M.) and six o'clock (6:00 A.M.). This premium is excluded from any overtime computations.

- (c) If a new classification is to be established the Company and the Union will meet in an attempt to set a rate. If no agreement is reached the Company will set a rate and the Union may, within thirty (30) calendar days after receiving notification of the rate of pay, file a grievance contesting the rate and refer it to arbitration in accordance with the procedures set out in this Agreement.

MS-B15.02 Payment When Working in a Higher Rated Position

- (a) Any employee temporarily assigned to a higher rated position for a minimum of three (3) hours, shall receive the higher rate of pay for all time worked.
- (b) Any employee temporarily assigned to a lower rated position shall not have their rate of pay reduced.
- (c) Employees that are required to drive a 5-Ton vehicle shall be paid a premium of fifty cents (\$.50) per hour for all driving time in a 5-Ton vehicle.
- (d) Dangerous Goods Warehouse Person – There shall be one (1) Dangerous Goods Warehouse Person on the day/afternoon shift in the Winnipeg Depot who shall be paid the Dangerous Goods premium of one dollar (\$1.00) per hour above the warehouseperson rate of pay. Employees on the night shift in Winnipeg, and employees in Saskatchewan shall be paid the Dangerous Goods premium only for hours worked on dangerous goods.

MS-B15.03 Pay Shortages

All pay shortages of one hundred dollars (\$100) gross or more will be paid within two (2) working days of the Company being notified.

MS-B15.04 Classifications for Article 6, 10, 11 and 16

For the purpose of Article 6, 10, 11 and 16 there shall be two classifications, Clerical and Warehouse.

ARTICLE MS-B16 - TECHNOLOGICAL CHANGE

MS-B16.01 Technological Change

Before the introduction of any technological change, the Company shall notify the Union of the proposed change. Any such change shall be discussed between the parties.

ARTICLE MS-B17 - CASUALS

MS-B17.01 Casuals

It is agreed that casuals will not hold seniority under any other clauses of the Collective Agreement, except under Articles MA-B1 to MS-B6 inclusive. The following applies to Casual employees only:

1. Company will recognize the present group of employees called “casuals” to now be under the scope of the Union clause.
2. Casuals will be ranked according to their date of hire. Applications for a vacant full-time or part-time position, from qualified casual employees, will be given consideration prior to applicants from outside the Company. When more than

one qualified casual employee applies, the qualified applicant with the most seniority will be given preference.

3. Casuals will be put on a call-in list based on their seniority date with the Company, and the casual employee will notify the Company by the Friday of each week of their availability for work the following week.
4. Casual employees will normally work less than twenty (20) hours per week and not be afforded benefits.
5. For the purposes of flexibility, due to business demands, illness or injury, casual employees may have their start or finish times adjusted the day of the designated work.
6. If the casual employee has not worked in two (2) months, the employee's name will be removed from the seniority list.
7. In the situation of a reduction of the work force, full-time and part-time employees will have the option of bumping onto the casual list or to take the lay-off.
8. Casual employees will not be used to circumvent the hiring of full-time or part-time positions but will be utilized to perform work outside of scheduled work periods and peak periods of activity.
9. Casual employees may be used to relieve full-time and part-time positions when the regular employees are absent.
10. If a casual indicates they are available for work and refuses three (3) requests in a one (1) month period, he/she shall be deemed to have terminated his/her employment.
11. Casual work shall be posted as regular part-time or full-time position when the work has resulted in an average of twenty (20) hours per week for the previous three (3) months or where it is determined that a feasible part-time position exists.
12. Once a casual is promoted to part-time, the Company will award the casual for time worked to establish the part-time seniority date. Six (6) hours worked is equivalent to one (1) day seniority.

Note: 9 above

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

LETTER OF UNDERSTANDING MS-B1

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR CANADA)
(LOCAL 4215)
(HEREINAFTER REFERRED TO AS THE "UNION")**

OFFICE STAFF SCHEDULING

This letter will confirm the understanding reached between the parties at the recently concluded negotiations for the renewal of the collective agreement which expires July 10, 2006. Notwithstanding wording to the contrary in the current collective agreement, the following list of employees will be scheduled in accordance with Article 5.01(b) of the agreement which expired October 14, 1994 which read as follows:

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

The following employee is affected:

Regina: Richelle Barnsley

LETTER OF UNDERSTANDING MS-B2

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR CANADA)
(LOCAL 4215)
(HEREINAFTER REFERRED TO AS THE "UNION")**

BENEFITS

The Parties agree that there will be no change in benefits for the term of the agreement.

COLLECTIVE AGREEMENT

BETWEEN



LOOMIS EXPRESS A DIVISION OF TRANSFORCE

(HEREINAFTER REFERRED TO AS "THE COMPANY")

AND



**UNIFOR
UNION OF CANADA (UNIFOR CANADA)
Local 4457 Ontario**

(HEREINAFTER REFERRED TO AS "THE UNION")

THIS AGREEMENT entered into this _____ day of _____, _____

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The parties agree that any headers added in the 2017 round of bargaining to the National Agreement or to any Provincial Appendix cannot be used to change or modify the intent of any existing article or language; such headers have been added solely for the purposes of readability and organization.

APPENDIX ONTARIO

ARTICLE ON1 - UNION RECOGNITION

ON1.01 Notification of Union Representative

The Union shall promptly notify the Company in writing of the names of elected Union members that shall act as Union representatives and any changes in personnel thereof. Understanding that from time to time appointments may be necessary to fill vacancies and non-elected positions.

ON1.02 Union Activities On-Site

The Union agrees that there will be no Union activities carried out during working hours, except those necessary in connection with the administration of this Agreement, and/or grievable matters. Accredited representatives of the Union shall have access to the Company's premises during normal working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to provided, however, that there is no interruption of the Company's working schedule.

In a situation which requires a Union representative's attention during working hours, he/she shall not leave his/her regular duties without first obtaining permission to do so from their immediate Supervisor. It is understood that the taking of such time away from their regular duties shall be kept to a minimum, and that permission will not be unreasonably withheld. The Union representative shall return to their regular duties as expeditiously as possible. The Employer reserves the right to limit such time, if the time requested is unreasonable.

ON1.03 Union Bulletin Board

The Company agrees to provide a locked, glass enclosed bulletin board at each of its terminals for use by the Union for posting matters relating to Union meetings and other Union business, provided they are authorized and the documents are signed by an officer of the Union. The said bulletin board shall not be located in any place where the general public has access. No postings on such boards shall be of a derogatory or inflammatory nature towards the Company or any individual.

ON1.04 List of New Employees and Owner Operators

The Company shall furnish to the Union a list of all new Hourly Employees taken into employment and all new Owner Operators with signed business agreements by the Company on the last day of each month. The Union will supply deduction authorization forms and membership applications which shall be signed by all new Hourly Employees on the date of hire and new owner operators that sign business agreements. It will be the responsibility of the Company to ensure that all membership application forms are forwarded to the Secretary-Treasurer of the Local within fourteen (14) working days from the date of hire. The Company shall,

at the time of hiring, inform the Hourly Employee(s), Owner operator(s) as to his/her status regarding whether they are full-time, part-time, part-time unassigned Hourly Employee(s) or Owner Operators.

ON1.05 Union Business Leave

The Company shall grant a leave of absence to any Hourly Employee or Owner Operator who attends essential Union business. The Union will give a minimum of seven (7) calendar days' notice of such request. It is understood that a maximum of eight (8) Union members (no more than three (3) members will be from one facility) will be allowed off at one time. It is agreed that in the event of an emergency occurring, the Executive, Stewards, WSIB reps and the provincial Joint Health & Safety reps of the Local will be granted a leave of absence upon request without notice.

ON1.06 Unit Chair Returning to a Regular Classification

If the Unit Chair who is away from their position for a period of six (6) months or longer they will receive if needed sufficient on the job training in line with the training requirements of their classification and position in order to re-familiarize and to perform their tasks adequately.

ON1.07 Unit Chair to Relinquish Run

If the Unit Chair is an Owner Operator they shall give up their run.

ON1.08 Representation for Hourly and Owner Operators

Hourly Employees and Owner Operators shall be represented by a Union Committee which shall consist of Hourly Employees and Owner Operators elected at each centre of operation of the Company. The Chairperson of this Committee shall act as the liaison between the Hourly Employees and Owner Operators and the Company. The Committee and/or Local Chairperson may at any time call upon the services of an accredited representative of the Union to assist them. The Company shall designate an individual representative to act as liaison between the Local Chairperson and the Company.

ON1.09 Unifor Position Indefinite Leave

Any Hourly Employee or Owner Operator elected or appointed to a full-time position with Unifor Canada or any affiliated organization, shall be granted an indefinite leave of absence provided that thirty (30) days' notice is given to the Company prior to the beginning of such absence. During such absence, the Hourly Employee and/or Owner Operator's seniority will accumulate and as such they will be able to exercise their bumping rights upon completion of said leave if their prior position is no longer available.

ON1.10 List of Agents and Temp Employees

The Company as of date of ratification shall, on a quarterly basis, provide to the Local Chair a list of agents and temp Employees used in the Province of Ontario. The Area Vice President or designate and the Local Chair will meet and discuss agent and temp usage when this list is prepared. The Area Vice President or designate and the Local Chair agree to work together to reduce agent and temp usage, wherever economically feasible. The Union expects this to be adhered to unlike past practice.

ON1.11 Fulltime Unit Chairperson

The union will select and the company will recognize a full time Unit Chairperson who shall be a Loomis employee. The unit Chairperson shall attend to Union business as required and as necessary for the administration of the collective agreement, and shall be given free access to all branches and depots and the union office for these purposes. The Unit Chairperson shall be permitted to attend all meetings related to bargaining unit members if requested. The Unit Chairperson shall not be laid off or have any reduction or freezing of hours, pay, seniority, or any other benefit during the term of office.

ON1.12 Unit Chair Wages and Benefits

The Company agrees that the Unit Chair position shall receive all existing benefits and pension as per classification. The wage rate shall be one hundred twenty percent (120%) of the top hourly P&D non HQ driving rate based on forty (40) hours per week.

ARTICLE ON2 – SENIORITY**ON2.01 Purpose of Seniority**

- (a) The purpose of seniority is to provide a policy governing work preferences, layoffs and recalls. Seniority of Hourly Employees and Owner Operators means the duration of continuous service for the Company, since their last hiring or signing of their Business Agreement or combination thereof.
- (b) There will be one (1) seniority list for all classifications.

ON2.02 Post Seniority List

The Company shall post, on the Union bulletin board, an up-to-date seniority list showing names of the Hourly Employees, date of employment, and will ensure that this list is maintained and kept up-to-date. The seniority list will be posted on or about the 31st of March, the 30th of June, the 30th of September and the 31st of December of each year. The Company on the same list shall show all Owner Operator names, corporate numbers and their original date of hire if ever an Hourly Employee, or their commencement date with a Business Agreement.

ON2.03 Probation Period

All new Hourly Employees and Owner Operators shall be considered on probation during the ninety (90) days following the beginning of their employment. After the completion of this ninety (90) day period, the Hourly Employees shall be placed on the seniority list and their seniority shall be established retroactively from their last date of hire.

ON2.04 Loss of Seniority

All Hourly Employees and Owner Operators maintain and accumulate seniority in all cases, except:

- (a) In the case of voluntary resignation or cancellation of Business Agreement; or
- (b) If they are discharged for just and reasonable cause; or

- (c) If, as an Hourly Employee, he/she is absent from work for three (3) consecutive working days without permission, or without reasonable justification, resulting in termination; or
- (d) If, as an Hourly Employee, he/she is laid off for a period exceeding eighteen (18) calendar months; or
- (e) If they remain outside the bargaining unit for ninety (90) calendar days or longer.

ON2.05 Ascertaining Seniority

All new Hourly Employee hiring's or Business Agreement signings within the bargaining unit will be date stamped to ascertain seniority. In the case of multiple hires or Business Agreement signings where disputes and/or exact start dates or time cannot be determined, the determination shall be from the payroll number.

ON2.06 Job Postings While on Medical Leave

For Hourly Employees and Owner Operators on a medical leave of absence or W.S.I.B., it will be the Hourly Employees' and Owner Operators' responsibility to be aware of any job postings.

ARTICLE ON3 - BEREAVEMENT LEAVE

ON3.01 Death of Family Member

Every Hourly Employee shall be entitled to a paid leave, up to four (4) working days, in the event of the death of their spouse (included is a spouse of an alternate lifestyle couple), child, father, mother, brother, sister, father-in-law, mother-in-law, or grandparents and grandchildren. Proper justification must be provided upon request.

Should any of the above listed family members' death occur while the employee is on duty and the employee needs to leave the workplace, they shall be paid for the remainder of their shift.

This provision does not apply if the death occurs while the Hourly Employee or Owner Operator is on a leave of absence, vacation or layoff. Managers, at their discretion, may grant other bereavement leave. The Article applies to Owner Operators as well; however they shall only be granted unpaid leave.

Any bargaining unit member who is a member of Canadian armed forces, (regular or reserve, or emergency services personnel whether paid or voluntary, (To include: EMTs, firefighters, special constables and SARtechs), will be allowed one (1) day unpaid time to attend the funeral of a colleague killed in the line of duty.

ARTICLE ON4 - JURY DUTY**ON4.01 Jury Duty or Witness Duty**

When a full-time or part-time Hourly Employee is required to serve on a jury, or is subpoenaed as a witness, the Hourly Employee will be paid the wages they would normally have earned at work, but the Hourly Employee shall have to reimburse the Company the amount of fees they receive for the period served while on jury or witness duty. Owner Operators shall be entitled to the same leave but shall not be compensated for same.

ARTICLE ON5 - LEAVE OF ABSENCE**ON5.01 Leave of Absence**

If an Hourly Employee desires a leave of absence for reasons other than those referred to in this Agreement, such as W.S.I.B., S.T.D., L.T.D., maternity, paternity, adoption and Union leave (as per Article. 1.14), proper justification, in writing, must be submitted to the Company as soon as possible. The Company agrees that no legitimate or reasonable request up to thirty (30) days will be denied. A leave of absence for a period of thirty (30) days or less shall not be deemed a loss of seniority. Extension beyond thirty (30) days must be mutually agreed to between the Company and the Union. Entitlements provided under vacation articles shall be prorated accordingly for leaves of absence in excess of thirty (30) days.

ON5.02 Military Reserve Leave

Any bargaining unit member who is a member of a military reserve unit who is called to a tour of active duty will have his/her position held until he/she returns from duty and will not suffer a loss of seniority. Further, upon return to work there shall be no waiting period to re-enter the benefit program.

ON5.03 Family Leave

It is understood that the company will not refuse any reasonable request from hourly employees and P&D owner operators who may be required to tend to family emergencies reasonable time off. Owner operators will make every attempt to find a relief driver for the time required, but will not be refused the time off if they cannot comply.

ON5.04 Maternity Leave (Owner Operator)

Owner Operators shall be entitled to unpaid maternity leave in line with federal legislation. Owner Operators are required to make every effort to provide route coverage. Should a relief driver not be available to the owner operator the company will provide route coverage and keep route revenue.

ARTICLE ON6 - JOB POSTINGS**ON6.01 Job Posting Process**

- (a) When a vacancy occurs for any reason, the Company will post within five (5) days the said vacancy for five (5) working days (Monday to Friday), in order that Hourly Employees and Owner Operators may bid for the vacancy in writing. Such notice shall provide information regarding classification, route number if applicable, service area if and scheduled hours, and rates of pay. Selection will be on the basis of the applicant's seniority and qualifications. The senior qualified applicant will be awarded the position within two (2) working days. The Company will place the successful applicant in the position within twenty (20) working days. The successful applicant, who is not placed into the new position within twenty (20) working days, shall if the new position incurs a higher rate of pay and/or more hours, be paid any and all monies they would have earned in the new position.
- (b) Any position that changes from part-time to full-time will be re-posted in accordance with Article 10.01(a).
- (c) Only job postings that require work to be performed in the Province of Quebec will be posted as bilingual. A Committee will be struck where both parties will meet to discuss and determine any positions in the Province of Ontario that will be posted as bilingual.
- (d) Any part-time Hourly Employee may bid and successfully hold two (2) part-time positions up to a maximum of eight (8) hours a day. These positions may be bumped either as a whole or individually.

Each position will be paid as per the hourly rate of the posting. Should two (2) part-time positions be combined to create an eight (8) hour consecutive shift, then this position must be re-posted as a full-time position.
- (e) No part-time shift or posting shall be less than four (4) hours.
- (f) Part-time unassigned postings shall have no guaranteed hours on the posting.
- (g) Article ON5.01 (f) may be circumvented by creating a split shift of four (4) hours for one part and less than four (4) hours for the second part, or where a part-time Hourly Employee is in agreement to add a split of less than four (4) hours to their current position.
- (h) Any Owner Operator job postings that make more or less than fifty dollars (\$50) per day from the estimated earnings on the posting, based on revenue during weeks 3 through 5 after starting the new route must be re-posted, which will allow the Owner Operator who was originally awarded the route a bump.

ON6.02 Changes to Posted Position

In the event that an Hourly Employee's scheduled hours have been increased by sixty (60) minutes or more for a period of ten (10) consecutive days, or an individual's job function has changed, or classification has changed, then said position must be re-posted. In the event that an Hourly Employee's scheduled shift is cut by sixty (60) minutes or more from original posting, or incurs changes to any scheduled start or finish times of sixty (60) minutes or more, or the job function has changed, the said Hourly Employee has the option of retaining said position or bumping.

In the event of a change in scheduled hours on any position for any reason the individual so affected will be given five (5) working days' notice.

During the period between Christmas Day and New Year's Day, the Company shall be able to adjust hours by up to two (2) hours per day without triggering a bump situation.

ON6.03 Notification of Successful Bidder

Eligible Hourly Employees and Owner Operators who apply for posted job vacancies shall be notified of the name of the successful bidder, in writing.

ON6.04 Notification to Successful Bidder

The individual awarded the position shall receive written notification of such award, including a copy of the original job posting. The Local Chair shall also be given copies of this information.

ON6.05 Part-time Positions That Run 8 Hours

All part-time positions that have run for eight (8) hours or more per day for ten (10) consecutive working days, or more, will be reclassified as full-time positions and posted within five (5) working days.

Article ON6.05 does not apply during the period from October 1st to December 31st of each year.

ON6.06 Driving Postings

All driving postings shall, as above, outline service area.

All owner operator postings will list the last four (4) weeks numbers from the previous owner operator's numbers. These items shall be:

1. Average stops
2. Average pieces
3. Average kilometers
4. Core zone

Items 1, 2 and 3 however shall not be guaranteed.

ARTICLE ON7 - UNIFORMS**ON7.01 Uniforms**

It is imperative to protect the brand and the image of Loomis Express (Canada), Ltd. Therefore the wearing of Company-issued uniforms is mandatory for all hourly drivers and for all Owner Operators excluding line haul as a condition of maintaining a Business Agreement.

Warehouse staff will be provided coveralls if requested.

The Company will pay for uniforms and any necessary alterations when such uniforms are required as determined by the Company. All uniforms are, and shall remain, the property of the Company, and the employees and Owner Operators shall be expected to properly care for and keep same in good repair and condition at the Owner Operator's expense. Uniforms will be replaced on an as-needed basis at the Company's expense.

All uniforms shall be returned to the Company upon termination of services or when requesting new issue as required.

ON7.02 Uniform Allotments

As a condition of Employment or Business Agreement, it is agreed that the issued uniforms will be worn while on duty.

General Issue, Drivers, Owner Operators and Customer Counter workers:

Shirts (T-shirts)	5
Trousers	5
Summer Coat	1
Tie (if Hourly Employee or Owner Operator wishes)	1
Cap (if Hourly Employee or Owner Operator wishes)	1
Shorts	5
Winter Parka or Bomber style Jacket (dependent on style available)	1

The Company shall reimburse all alteration costs for uniforms that do not fit at issue.

Women will be provided with gender appropriate clothing if desired.

ON7.03 Safety Boots During Probationary Period

All Hourly drivers, Warehousepersons and Owner Operators must provide their own safety boots during the probationary period at their own cost. If the Hourly Employee successfully completes the probationary period, the Company will refund the prorated cost up to established guidelines. Owner Operators do not have a probationary period and will be refunded the pro-rated cost up to established guidelines.

ON7.04 Coveralls and Winter Coats

- (a) Any Warehouse Hourly Employee who wishes to wear coveralls will be supplied with three (3) pairs and the responsibility for repair and cleanliness shall be that of the Employee.

- (b) Winter coats will be supplied in October to Warehousepersons who require them to perform their duties. Each August the Company and the union shall establish a committee to identify those individuals that are entitled to a new coat and submit such list for order on or before September 1st of each year.

ON7.05 Clerical Employees

Any Clerical Hourly Employee working the warehouse will be supplied with suitable clothing and the responsibility for cleanliness and repair shall be that of the Hourly Employee.

ON7.06 Safety Footwear

- (a) The Company shall provide to all Employees and Owner Operators (excluding line haul) protective footwear where determined to be necessary by the Safety Committee.
- (b) Employees and Owner Operators purchasing their own footwear under this Article will be reimbursed the purchase price up to a maximum of one hundred and thirty five dollars (\$135) per year upon proof of purchase to cover the purchase of safety footwear once per year.
- (c) Protective footwear re-imbursement will be done through the payroll system or through a voucher system as a non-taxable benefit upon request.

ARTICLE ON8 – RETURN TO WORK PROGRAM

ON8.01 Accommodating Within Restrictions

The purpose of an early and safe return to work plan is to provide a fair and consistent practice for accommodating Hourly Employees and Owner Operators who have been injured or have become ill, either permanently or temporarily, so as to ensure that their needs are accommodated in a manner that most respects their dignity as an integral part of the Company.

Every Hourly Employee or Owner Operator who is qualified and capable shall be re-integrated into the workforce at the appropriate time following an illness or injury if the Hourly Employee or Owner Operator is capable of performing any modified position that they are medically deemed capable of performing. Wages earned shall be consistent with the position occupied.

It is agreed to by the Company that there will be no loss of any benefits agreed to in the C.B.A.

It is agreed that all Agreements in place regarding Hourly Employees or Owner Operators with regards to W.S.I.B. or W.I. shall continue to apply.

The Company recognizes their responsibility in accommodating Hourly Employees or Owner Operators in returning to the work place within their restrictions. Accommodating their restrictions may include such things as modification of a position, workstation, training, adjustments of the work performed, technical aids, or provide other work that is suitable within the member's restrictions.

The Union understands that each individual shall be addressed on an individual basis and that the situations of other members shall have no bearing.

The Company shall be able to place any Hourly Employee or Owner Operator in any position within the bargaining unit without having to post such position.

Understanding that the Hourly Employees or Owner Operators shall not relinquish any rights granted under the C.B.A. if non-unionized work is to be performed.

The Company agrees that all accommodations must take the Hourly Employee's or Owner Operator's current hours of work and time durations into consideration, providing it does not conflict with FAE/FAF.

The Company must provide work in the Hourly Employee's or Owner Operator's home facility as a priority. Should no work be available at the home facility, then the Company may place the member elsewhere within one hundred (100) kilometers of the member's home facility unless agreed otherwise by the Hourly Employee or Owner Operator. For hourly employees only, driving time to and from a facility other than their home facility shall be included in their scheduled hours for work accommodations.

Upon any Hourly Employee or Owner Operator being medically cleared to perform the pre-injury/disability job function, or being cleared for full duties, he/she shall at once be placed into the original position and exact job that he/she had held.

Should said position no longer be available due to elimination of the position, the Hourly Employee or Owner Operator may then exercise their bumping rights. Any other displaced individual may also then exercise their bumping rights.

ON8.02 Medical Examinations

Any medical examination requested by the Company shall be promptly complied with by the Hourly Employee or Owner Operator, provided however, that the Company shall pay for such examination. Any doctor's note required by the Company for an Hourly Employee or Owner Operator for return to work will be paid by the Company.

A monthly list from the company shall be given to the union WSIB representative and president of the local listing any modified accommodations offered and accepted either temporarily or permanent. As well, a list of any employees that the company cannot accommodate.

Only the name of the individual shall be provided. Further details will required a signed release from the union member.

If the company requests any medical information, it is understood that the union member, if they are actively employed, shall be given time off with pay to comply with the company's request.

ON8.03 Company Required Examinations

- (a) When a medical examination is required by the Company, other than a medical for pre-employment or WSIB or a weekly indemnity plan, the Hourly Employee or Owner Operator shall suffer no loss of income for the time spent during said examination, including travel to and from said medical examination location. The Company will pay for medical forms required by insurance companies or the Company.

- (b) In addition to the above procedure on Company-required medical examinations, the Company agrees that, where an Hourly Employee or Owner Operator takes a medical examination to verify his/her right to drive a motor vehicle under the regulations of the Province of Ontario, and if such an examination is not paid for under the Provincial Health Plan, it will be paid for by the Company.

ON8.04 Procedure When Employee Ruled Unfit

- (a) If, following a Company-requested medical examination, an Hourly Employee or Owner Operator is deemed physically incapable of carrying out his/her duties, the following procedure shall be followed:

The Company shall supply the Hourly Employee or Owner Operator with a copy of the medical findings with respect to the Hourly Employee or Owner Operator. Should the Union or the Hourly Employee or Owner Operator disagree with said findings, the Hourly Employee or Owner Operator, at their own expense, shall have the right to be examined by their personal physician.

- (b) Where there is no agreement between the Company's physician and the Hourly Employee's or Owner Operator's physician on the condition of the Hourly Employee or Owner Operator, the Company and the Union together shall select a medical consultant to examine the Hourly Employee or Owner Operator with respect to the dispute.

Further, the Company and the Union shall select three (3) individual physicians to be used as outside consultants, and use the same protocols as set forth in Arbiter selection. Also, the Company and the Union shall first meet to determine and agree as to criteria to be used on any assessments required.

- (c) The findings of the final consultant shall be final and binding on all parties.
- (d) The remunerations of the consultant shall be borne equally by the Company and the Union if such costs are not covered under the Provincial Health Plan.
- (e) No Hourly Employee or Owner Operator shall suffer any loss of revenue during any medical investigations generated by the Company.

ON8.05 Modified or Accommodated Job Placement

Should any Hourly Employee be placed into a modified or accommodated job as a result of medical findings from a work related situation, the following shall apply:

If the Hourly Employee is placed into a classification at a lower rate of pay, the Hourly Employee shall suffer no loss of pay regardless of time duration. Should the Hourly Employee be placed into a higher rated pay classification, then the Hourly Employee shall maintain his/her current rate of pay. Should the placement be due to a non work-related situation, the individual shall be paid at the classification schedule, but shall not profit from such placement.

Should any Owner Operator be placed into a modified or accommodated job as a result of medical findings from a work-related situation, one of the following shall apply and shall be at the discretion of the Owner Operator:

- (a) The Owner Operator will maintain route revenue, and the Company will provide route coverage. The Owner Operator will be expected to work eight (8) hours per day.
- (b) The Owner Operator will forfeit route revenue, the Company will provide route coverage and the Owner Operator shall be placed into a modified position and be paid at the prevailing rate for the classification.

Any Hourly Employee or Owner Operator not placed into a modified or accommodated job will be able to:

- (a) Qualify for participation in any of the Hourly Employee's and Owner Operator's benefit programs to which they are entitled to and are a participating member, or
- (b) Qualify for W.S.I.B. if their incapacity results from an on-the-job illness or injury.

ON8.06 Notification of Examination

Furthermore, the Company shall advise the Hourly Employee or Owner Operator at least seven (7) days in advance, wherever possible, of such medical examination; the time and date of examination to be mutually agreed upon.

ON8.07 Worker Representative and, Monthly Meetings

The Company and the Union will establish the conditions of return to work of incapacitated Hourly Employees and Owner Operators and discuss the conditions of return to work with the injured worker representative of the Union. The Company will meet with the Union injured worker representative on a monthly basis to review and assess all ongoing cases.

ON8.08 Owner Operator Non-Work-Related Situation

When an Owner Operator is to be accommodated due to a non work-related situation the following shall govern. If the recovery date is known for the accommodation, then the Owner Operator shall be expected to temporarily relinquish their route and route revenue for said period of time and be paid as an Owner Operator but at the prevailing rate for the position which they have been placed into.

ON8.09 Incapacitated Worker Job Placement Process

- (a) If a job vacancy occurs that an incapacitated Hourly Employee or Owner Operator can perform, based on medical evidence and qualifications, they will be placed on such job without the necessity of a job posting.
- (b) A doctor's certification of disability by the Hourly Employee's or Owner Operator's own doctor must be submitted and verified. A second opinion by a mutually agreed upon independent doctor will be obtained if requested by the Company or the Union.
- (c) Any Hourly Employee or Owner Operator placed on a job because of a disability will have their status reviewed at least annually jointly by both parties.

- (d) The Company will review all the circumstances with the Union before exercising this provision. All exceptions to the seniority provisions of this Collective Agreement must be mutually agreed to by the parties.
- (e) Should an Owner Operator become permanently disabled and placed on a permanent modified position within an FAE/FAF, they then shall be expected to relinquish their route and Business Agreement, and transfer to the hourly system with such placement.
- (f) An FAE will not be required by the company for any union member on any work related accommodation providing that they have been deemed by WSIB as having a permanent injury unless it is required for new modified work offers.

ARTICLE ON9 – CLASSIFICATIONS

EMPLOYEE AND OWNER OPERATOR

ON9.01 Full-time Hours

- (a) Regular Full-Time Hourly Employees: Any Hourly Employee regularly scheduled to work forty (40) hours per week and who is available for eight (8) hours of work on each day of their regularly scheduled work period shall be considered a full-time Hourly Employee and will be paid forty (40) hours at the basic rate established for their respective classification.
- (b) Clerical only: The clerical full-time work week shall be thirty-seven and a half (37.50) hours per week and shall be paid at time and one half after seven and a half (7.50) hours in a day and thirty-seven and a half (37.50) hours in one (1) week.

ON9.02 Part-time Guaranteed Hours

Regular Part-Time Hourly Employees: Scheduled Part-Time Hourly Employees shall be guaranteed twenty (20) hours per week and/or four (4) hours per day.

ON9.03 Part-time Unassigned Warehouse

Part-Time Unassigned warehouse Hourly Employees: May be employed to relieve positions normally occupied by regular full-time and part-time Hourly Warehouse Employees who are absent from work for any reason. Part-time unassigned warehouse Hourly Employees shall have no weekly guarantee but shall be guaranteed a minimum of three (3) hours when called upon to work in the warehouse.

ON9.04 Part-time Unassigned to Relieve Absent Employees

All other Part-Time Unassigned Hourly Employees: May be employed to relieve positions normally occupied by regular full-time and part-time Hourly Employees who are absent from work for any reason.

ON9.05 Part-time Unassigned Guaranteed Minimum Hours

Part-time unassigned Hourly Employees shall have no weekly guarantee but shall be guaranteed a minimum of four (4) hours when called upon.

ON9.06 Part-time Unassigned Worker Utilization

Part-time Unassigned Hourly Employees will be utilized to perform work outside of scheduled work periods and during overload or peak periods of activity, but shall not be used to circumvent the hiring of regular and part-time Hourly Employees or the creation of Business Agreements for Owner Operators.

Further they shall not be used until all regular part-time Hourly Employees have been utilized.

ON9.07 Articles Covering Part-time Unassigned

Part-time unassigned Hourly Employees are covered by all Articles of this Collective Agreement save and except Article ON-B4.

ON9.08 Reclassifying Part-time Unassigned to Part-time

Any part-time unassigned Hourly Employee whose position works an average twenty (20) hours per week for four (4) weeks in seven (7) weeks shall have that position re-classified and the new part time position shall be re-posted except, as a result of hours worked for coverage in the following areas:

- (a) Sick leave coverage;
- (b) Vacation coverage;
- (c) Open, non-bid upon routes or positions;
- (d) Leave of absence coverage;
- (e) Owner Operator route relief;
- (f) WI and WSIB

ON9.09 Providing Availability

In order to ensure the Company is able to schedule an adequate number of Hourly Employees on each shift, part-time unassigned Hourly Employees will provide the Company with their available dates on a bi-weekly basis.

ON9.10 Job Classifications

General Warehouse	Clerical Collections
Warehouse Induction/Sorter	Clerical Bilingual Collections
Undeliverables	Customer Counter Specialist
G Driver	Owner Operator
DZ Driver	Walker
AZ Driver	Lead Hand as required per individual classifications
Clerical Customer Service	Relief Driver
Clerical Bilingual Customer Service	Local Chair Person
Clerical Data Entry	Clerical Claims

For any job classification listed, omitted or created, seniority shall govern as to choice of specific job or position desired.

The job classifications listed above in no way negate the fact that from time to time the Company shall need to be able to move people around in their general classification group in order to accommodate any staffing shortages or occasional emergency situations, and cross-training requirements.

ARTICLE ON10 - EXTRA WORK**ON10.01 Extra Work Sign-up Sheets**

Each facility, branch, depot, & department shall post bi-weekly two (2) extra work sign-up sheets for the Union Members in their facility.

ON10.02 Short Term Roster

There shall be a short term extra work roster which is to be used for last minute and daily situations. All extra work shall be awarded on the basis of seniority only, understanding that the Union Member must possess the skills or licenses required for work being offered.

ON10.03 Long Term Roster

There shall be a long term extra work roster which is to be used for all extra work that can foreseeably run for five (5) days or more. The senior qualified applicant from the extra work roster will remain in the position for the duration of the absence.

ON10.04 Pay for Work Not Offered

In the event that a Union Member, for any reason other than capability, is not offered the work they would have been entitled to, the Company shall then pay the Union Member for the extra hours lost in the current or next pay period.

ON10.05 Process for Offering Extra Work

- (a) Part-time and part-time unassigned Hourly Employees will be given the first opportunity by seniority to supplement their hours of work by placing their names on a bi-weekly extra work list indicating their desire to be called for additional hours.
- (b) When additional hours worked can reasonably be foreseen as amounting to a maximum of eighty (80) hours in any one pay period for Hourly Employees and seventy (75) hours in any one pay period for clerical Employees when included with the Employee's regular schedule, the next senior part-time and/or part-time unassigned Hourly Employee will be offered the additional hours by classification.
- (c) Additional hours which are an extension of a regularly scheduled run or shift are exempt from this provision.

ON10.06 Extra Work for Those on Modified Duties

Hourly employees that are on modified duties are also permitted to do extra hours provided that the work falls within their restrictions.

ON10.07 Extra Work Offered to All Hourly Employees

Once part-time and part-time un-assigned Union Members have been utilized as above, the work shall then be offered to all Hourly Employees on the basis of seniority. Understanding that the local Union recommends that no Union Member works more than sixteen (16) hours in one (1) day or eighty (80) hours in one (1) week.

ON10.08 Extra Hours During Scheduled Shift

The additional supplemental hours offered to Union Members on the short-term extra work roster cannot conflict with their regularly scheduled hours or shifts.

ON10.09 Refusing Extra Work

In the event that an individual that puts his/her name on the extra work roster and refuses offered work three (3) consecutive times, then the Company shall be under no obligation to call that individual in for extra work for the next ninety (90) days. In order for this to apply the individual shall be served a letter of notice with the presence of a Union Steward so as to determine a start date of the ninety (90) day denial period. The onus will be on the company to prove the calls were made.

ON10.10 Extra Work Rate of Pay

Extra work that is not a continuation of a scheduled shift shall be paid at the prevailing rate of the work offered.

ON10.11 Absent Bilingual Employees Work

When regular bilingual hourly employees are absent from work for any reason the work will first be offered at the appropriate rate to qualified bilingual employees.

ARTICLE ON11 - WORKING TOGETHER**ON11.01 Union – Company Coordination**

The Company and the Union agree to the principle of working together to resolve problems relating to any Article or clause of this Agreement. To this end, the parties recognize that with selected problems, the Company and the Union will be required to meet. In these cases, the Local Chairperson of the Local Union will coordinate with the HR Manager to discuss and resolve the situation(s).

ON11.02 Will Not Infringe on Rights

It is understood by both parties that the intention of this Article is not to infringe upon the rights of either party, but rather to provide a method of conflict resolution through: (a) the grievance process; and (b) regular monthly labour management meetings.

ARTICLE ON12 - PRODUCTIVITY STANDARDS**ON12.01 Change of Productivity Standards**

The Company agrees to advise the Union Local Chair of changes in productivity standards within any classification group or department and will provide the Union the opportunity to submit any concerns it may have with the proposed changes in productivity standards prior to such standards being implemented.

ON12.02 Company Rights

It is understood that the Company continues to maintain its rights in establishing productivity standards.

ARTICLE ON13 - CBA

ON13.01 CBA in French

The parties agree to provide a limited quantity of Collective Agreements in French.

ON13.02 Electronic Copy

The Company will supply an electronic copy of the collective agreement to the union.

ARTICLE ON14 - ELECTRONIC VIDEO SURVEILLANCE EQUIPMENT

ON14.01 Notice of Surveillance

The following notice will be posted in all work places covered by this Collective Agreement:

“Due to the nature of our business and occasional requests from customers, electronic surveillance equipment may be installed from time to time in the workplace.”

ON14.02 Surveillance Free Areas

It is understood that such equipment will not be installed in areas where Hourly Employees and Owner Operators are entitled to expect privacy, such as washrooms and locker rooms.

ARTICLE ON15 - SENIORITY LIST

ON15.01 One (1) Seniority List

Notwithstanding the provisions of this Collective Agreement, for the purposes of job bidding and reductions in the workforce, there shall be one (1) integrated seniority list to include both Hourly Employees and Owner Operators.

ARTICLE ON16 - LETTERS OF UNDERSTANDING

ON16.01 Which Are Recognized

As of the date of ratification, it is hereby agreed that all Letters of Understanding and Agreements not in this ratified Agreement shall be null and void, save and except those relating to the Schedule “A’s” of the Owner Operator Business Agreements.

ARTICLE ON17 - MANDATORY CONVERSIONS

ON17.01 Severance for Those Affected

Routes identified as future Owner Operator routes can be Designated and the Employees in these routes will be given the option of (1) accepting the conversion under the terms agreed to by the Company and the Union or (2) electing a severance payment equal to two (2) weeks per year of service at the Hourly Driver rate for their route.

If an Hourly Employee (not a Driver) is displaced and eventually loses his/her job as a result of this process, they will receive the same severance package at their rate of pay.

ON17.02 Determining Routes and Notification

The Company will evaluate routes and route structures and determine which routes or combinations of routes will be designated as Owner Operator routes. If the routes to be converted are presently occupied by an Hourly Employee, the Company will notify the Union and the Employee by giving him/her three (3) months' notice of the intention to change the route to an Owner Operator route.

ON17.03 Become Owner Operator or Exercise Seniority

In the event the Company determines a current hourly route is to be converted in whole to an Owner Operator route, the Hourly Employee affected will have the option to become an Owner Operator or exercise his/her seniority.

ON17.04 If Exercising Seniority Then Route Posted for All

If the Hourly Driver mentioned above elects to become an Owner Operator, the program below will apply. If the Hourly Driver chooses not to become an Owner Operator and elects to exercise his seniority, the new Owner Operator route will be posted for all Employees to bid upon as an Owner Operator route.

ON17.05 Time to Make Decision

The Hourly Driver whose route or routes have been identified as an Owner Operator route will have the first thirty (30) days to make his/her decision.

ON17.06 If Hourly Elects to Become Owner Operator

If the Hourly Driver elects to become the Owner Operator they will be afforded the following:

1. If available, to purchase a Company truck of their choice at less than fair market value.
2. For the first six (6) months, the Company will agree to take the Company truck back for any reason except negligence, in the event the Owner Operator is unsuccessful with his route.
3. The newly converted Owner Operator will be afforded a credit limit of two thousand and five hundred dollars (\$2500) to defray start-up expenses for maintenance costs, subsidy payments or as a contingency fund for the first six (6) months of business, to be paid back to the Company within the first twelve (12) months of service as an Owner Operator in monthly/weekly installments, to be arranged by the Owner Operator and the Company. (Interest Free)
4. The Company shall reimburse to the new Owner Operator, the cost of an Accountant/ bookkeeper or financial advice up to a maximum of five hundred dollars (\$500.00), for assistance in setting up his/her business.
5. During the first six (6) months, the newly converted Owner Operator will be allowed the following: In a Company directed conversion, the Hourly Employee who will not, or cannot utilize his/her seniority, will be given two (2) weeks pay

for each year of service with the Company (prorated), as his/her termination and severance should they choose not to elect recall status

6. At six (6) months the Owner Operator and the Company will assess the conversion and if the Owner Operator chooses not to continue as an Owner Operator; the newly converted Owner Operator will accept a termination and severance payment equivalent to two (2) weeks' pay for each year of service with the Company (prorated).
7. This Article and the ability to convert hourly employees, job, work, freight, routes etc. to Owner Operator is subject to any limitations in each provincial appendix including but not limited to any grandfathering language

ON17.07 Protected Hourly Drivers

All Hourly Rated Drivers with eleven (11) years of service as of January 1st, 1994, who choose to remain as Hourly Employees, will have their rate of pay and hours of work protected and further will be scheduled in shifts between 06:00 and 21:00, and shifts will be no greater than ten (10) hours and the splits will be no longer than two (2) hours in duration.

In the event of mandatory conversion from Hourly Employee to Owner Operator, the parties agree that the prior articles on mandatory conversion shall be brought back and shall apply.

ARTICLE ON18 - BUMPING

ON18.01 Bump Situations

The following situations shall trigger a bump situation:

1. Route or shift cancellation;
2. Facility or branch/depot closures;
3. Article ON6.02;
4. Re-routes as per article 14;
5. Facility or branch/depot move of greater than 49 kilometers;
6. Layoffs;
7. Permanent change of service area;
8. Permanent change of awarded job;
9. Any displacement;
10. Any change in classifications.

Permanent change is defined as a period of fourteen (14) days or longer.

Bumping Protocols:

Displaced bargaining unit members may exercise their seniority bumping rights in the following manner;

1. Within classification within their branch a position with like hours (within 1/2 hour) and/or no more than ten percent (10%) revenue loss. If no such position exists.
2. Any junior bargaining unit member within their branch in any classification provided they possess the required skills and qualifications or any junior

bargaining unit member within their classification at any other branch, if no such position exists,

3. Any junior bargaining unit member in any branch or depot.

Any displaced individual shall have three (3) business days from the time they are provided with all the necessary information, (to make an informed decision), to inform the company of their desired bump.

ARTICLE ON19 - VEHICLE SECURITY

ON19.01 Vehicle Security Procedures

Outlined below are the vehicle security procedures that will be followed by Owner Operators and Hourly Drivers:

- Vehicles used in the transport of shipments must have secure doors (front, side, rear and roll-up doors);
- Vehicles must be locked when shipments are being transported at all times;
- Custodial control of the shipments while on route, shall be the responsibility of the Owner Operator or Driver;
- Vehicles shall be locked at all times when unattended;
- Cargo vans require a pad lock on the back door and the Owner Operator is responsible to ensure this occurs and the lock is used;
- Cargo located on loading docks or ramps shall at no time be left unattended.

It is also understood that should these procedures be violated and a loss occur to the Company and/or its customer, this could lead to the termination of the Owner Operator's Business Agreement, and in the case of an Hourly Driver, termination of their employment.

Failing a loss to the Company or its customers, then the Owner Operator or the Hourly Employee will be subject to progressive discipline. A loss is deemed to be freight of any kind or customer property. For Hourly Employees a loss will also include Company vehicles. Any other loss of Company property will be addressed as outlined as per the C.B.A.

ARTICLE ON20 - DRIVING REQUIREMENTS

ON20.01 Requirements for New Hires, Job Postings and Bumping

In order to ensure competent, safe driving by all Employees and Owner Operators, Loomis Express (Canada), Ltd., (Loomis), has established the following criteria for hiring and awarding of all positions which require driving in the performance of duties for Loomis Express Canada and its customers.

GENERAL:

All positions requiring driving, (Hourly Drivers, Owner Operators and any other positions which require the Employee to drive), require the following minimum requirements. This does not apply to Hourly employees or Owner Operators

currently holding driving positions. This applies to new hires, job postings and bumping into a position only.

1. All positions require a valid driver's license that meets the requirements of the position applied for. (Graduated licenses are not permitted.)
2. Minimum eighteen (18) months licensed after completion of all graduated license requirements.
3. No preventable accidents within past five (5) years.
4. No more than three (3) outstanding demerit points in past twenty-four (24) months for moving violations on current driver's abstract.
5. No more than one (1) seat belt infraction on current driver's abstract.
6. No disciplines for safety infractions within past twelve (12) months.

Additional Specific Requirements:

1. Owner Operators are to provide a vehicle that meets Company standards.
2. Heavy equipment positions must hold valid appropriate license with air endorsement.
3. Linehaul positions to have minimum two (2) years highway experience and be verifiable.
4. Western Linehaul requiring trips into mountain regions to have minimum five (5) years highway experience and be verifiable.
5. No position to be awarded if abstract shows any past driver's license suspension due to; impairment or moving violations.

All minimum work experience listed above is full-time minimum work experience.

Any Owner Operator or position which requires driving for Loomis may require a written and/or road test at the Company's discretion

ARTICLE ON21 - CHANGES TO SORTING IN ONTARIO

ON21.01 Brampton Hub Changes

During the latest round of negotiations, Loomis proposed a number of changes to deal with technological changes that have occurred within the TransForce group of companies related to sorting. The Parties have spent an extensive period of time discussing these issues and looking for solutions.

The Company has advised the Union that it is essential to the future viability of the overall business to reduce costs relating to sorting and in particular has proposed that the major Canpar sort facility in Etobicoke is a prime location to do sorting for multiple TransForce companies including Loomis Express.

The Union agrees in principle that freight that would normally be processed in the Brampton Hub can be processed at the Canpar Etobicoke location under the following conditions:

- The Union will be advised how many employees and/or owner operators will be displaced. The Unit Chairperson and UNIFOR National Representative will be advised in writing of the effective date of the change and this notification will be given no earlier than six (6) months after ratification to allow for notification and transition time for any affected employees.
- If any hourly employees or owner operators lose hours, are terminated, abolished, or otherwise deemed redundant as a result of product being sorted outside of the Loomis Brampton Hub, then the Company agrees to offer severance pay based on the following:
- The number of severance packages to be offered will be based on the number of employees and/or owner operators that will lose hours, are terminated, abolished, or otherwise deemed redundant as a result of the change in sorting location. For example, if fifty (50) employees and/or owner operators and/or line haul employees and/or line haul owner operators are affected; fifty (50) severance packages will be made available.
- Once these numbers are finalized, the severance packages will be offered in order of seniority starting with the most senior member. The Unit Chairperson shall be involved in and copied on all documentation related to this process. Agree in principle with clarification that severances shall be offered in an equal number of packages firstly to the Brampton warehouse employees and then on a trickle down basis to whomever gets displaced at any facility as a result of the sort being done at Canpar.
- Severance offered to employees and/or owner operators will be paid out based on their status as of the time of ratification of this agreement. The Company will offer full time employees two (2) weeks of severance for each year of service with each week of pay being calculated at forty (40) hours per week (with partial years of service pro-rated) at the classification rate for hourly employees, or, for owner operators, forty (40) hours per week (with partial years of service pro-rated) at the straight time hourly P&D driver rates per region. Severance for part time employees shall be based on average earnings for the previous twelve (12) months active paid earnings.
- In addition to this severance, the Company will also pay one (1) month's wages as additional severance to all affected employees or owner operators based on average earnings for the previous twelve (12) months active paid earnings.
- Extended benefits – The Company will continue to provide and pay for the cost of benefits for six (6) months following date of termination to employees or owner operators who accept the severance package.

The Company will commit to replace the same number of positions that were offered severance with at least the same number of positions and at least the same number of total hours in another UNIFOR represented Loomis Express workplace within one (1) year of the date of job loss.

All current Loomis owner operator line haul drivers coming in or out of the Brampton Hub as of June 1, 2013 will remain as Loomis owner operators and shall not be laid off or terminated and will continue with their dedicated lines and perform the dedicated Loomis loads that may be transferred to Canpar Etobicoke

for sorting.

Any created co-mingled line haul loads arriving or leaving from existing lanes at the Canpar Etobicoke facility will be handled using the following method:

(Based on June 1, 2013, volumes and dispatches)

- (a) Canpar dispatch will be assigned the primary normal volumes.
- (b) Loomis dispatch will be assigned the incremental volumes above primary.

Any newly created co-mingle line haul loads from new lanes at the Canpar Etobicoke facility will be assigned to Canpar dispatch first, then Loomis dispatch as outlined above.

Loomis line haul owner operators choosing not to take the assignments may bump as per the existing provisions or will be offered severance based on the Letter of Understanding – Restructuring Provisions under Other Initial Restructuring for Owner Operators for the life of the collective agreement.

In the event the Company looks to sort Loomis freight in any facility not represented by UNIFOR, it will be required to have the explicit written consent of the UNIFOR National Office and applicable Local Presidents and Chairpersons.

ARTICLE ON22 DISCIPLINE

ON22.01 For Hourly Employees

As of the date of ratification the following protocols shall govern with regards to progressive discipline for all Hourly Employees of the bargaining unit.

1. Verbal Warning
2. Written Warning
3. 1 Day Suspension
4. 3 Day Suspension
5. 5 Day Suspension
6. 30 Day Suspension
7. Termination

ON22.02 For Owner Operators

As of the date of ratification the following protocols shall govern with regards to progressive discipline for all Owner Operators.

1. Verbal Warning;
2. Letter of Concern;
3. Level 2 Letter of Concern
4. Level 3 Letter of Concern
5. Level 4 Letter of Concern
6. 30 Day Suspension
7. Termination

ON22.03 Progressive Discipline Definition

Progressive discipline means the discipline imposed for specific actions and not a cumulative compiling of disciplines, but rather individual situations and progressing accordingly with each circumstance. It is however understood that there may be circumstances which are more serious in nature such as theft, assault etc. that may result in more serious discipline being issued up to and including termination.

ON22.04 Union's Right to Grieve

It is also understood that the Union reserves the right to grieve and arbitrate the discipline imposed.

ON22.05 Vehicle Security Discipline

The discipline outlining the Company policy on vehicle security in Article ON19 is also attached to this Article.

LETTER OF UNDERSTANDING ON 1

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ONTARIO
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
(LOCAL 4457)
(HEREINAFTER REFERRED TO AS THE "UNION")**

HYBRID CLASSIFICATION

The parties agree to the creation of a Hybrid position classification in an attempt to create where possible viable full time jobs.

Hybrid classification positions shall be paid the prevailing rate for each type of work being done as per the classification rate of each portion.

Hybrid Postings will show approximate estimated hours per respective driving and warehouse portions of the posting understanding that neither portion of hours is guaranteed.

OWNER OPERATOR SPECIFIC**ARTICLE ON-A1 - HEALTH & WELFARE****ON-A1.01 Owner Operator Benefit Program Option**

Owner Operators shall have the option, at their own cost, to be included in the Company benefit program as detailed below. The Company will deduct the cost of benefits selected from the Owner Operator's invoice. These benefits include:

- Provincial Medical;
- Major Medical (extended health benefit);
- Dental Plan;
- Vision Care;
- Eye exams (Max \$65.00 per year each);
- Life Insurance;
- Accidental Death and Dismemberment Insurance;
- Optional A. D. & D.

ON-A1.02 Group Accident Insurance Plan

The Company will make available to all Owner Operators a group accident insurance plan for those who voluntarily enroll and who continue to pay the required monthly premiums.

ON-A1.03 Minimum Enrollment Period

If an Owner Operator chooses to participate in the above benefits plans, he/she must participate in the plans for a minimum of twenty-four (24) months. Should an Owner Operator terminate participation in the plans, the Owner Operator shall not be eligible to rejoin the plan for a period of twenty-four (24) months from the date the coverage was terminated. In this event, life insurance coverage shall be subject to medical evidence of insurability to the insurance carrier.

In the event of a change in status under a spousal benefit plan, the twenty-four (24) month waiting period will be waived. Evidence of prior coverage will be required.

ARTICLE ON-A2 – OWNER OPERATOR PERSONAL LEAVE**ON-A2.01 P & D Owner Operators**

Owner Operators who service a city or rural P&D route, and/or a heavy equipment P&D city route, will be entitled to two (2) weeks personal leave per calendar year. During this leave the Company will provide coverage for the Owner Operator, and the Owner Operator will forego all route revenues during the leave. The Company will cover the Owner Operator's route by utilizing the second wave Owner Operators, hourly part-time and part-time unassigned Hourly Employees, and agents where necessary.

The Owner Operators are required to apply in writing to their General Manager by March 31st of each calendar year the selected dates for their personal leave. The selection should also include their second (2nd) and third (3rd) alternative preferred dates for leave. A minimum of two (2) weeks' notice must be given when

submitting for personal leave.

Owner Operator's leave will be included in the ten percent (10%) hourly rule as per Article B3.03 of the C.B.A.

Such leave will be granted by seniority using one seniority list for Owner Operators and Hourly Employees. This means that ten percent (10%) combined Hourly Employees and Owner Operators are allowed off during the same time period.

The Owner Operators must take their personal leave time between December 26th and October 1st for each calendar year. Personal leave must be taken during the prescribed time and cannot be banked and carried over from year to year. Owner Operators who do not book or take personal leave will forfeit their right to personal leave for that calendar year. Owner Operators who do not select or take personal leave time during any calendar year will not be compensated for any or all unused personal leave time.

Owner Operators may take their personal leave time in one two (2) week block or two one (1) week blocks but may not split leave time by the day.

Owner Operators, while on personal leave, cannot be called into work unless the Owner Operator agrees. When an Owner Operator is called in, by mutual agreement, the Owner Operator will have the right to negotiate their remaining personal leave prior to returning to work.

ON-A2.02 Linehaul Owner Operators Specific

Owner Operators will be entitled to two (2) weeks personal leave per calendar year. During this leave the Company will provide coverage for the Owner Operator, and the Owner Operator will forego all route revenues during the leave.

The union agrees the Company maintains sole discretion as to how the route will be service including the right to contract out the linehaul work to a third party for the period of the leave.

The Owner Operator must apply for the leave in writing a minimum of one (1) month in advance of the start date of the leave. Leave will be granted on a first come first serve basis.

A maximum of two (2) linehaul Owner Operators will be permitted leave at a time and, on routes serviced by more than one Owner Operator only one (1) Owner Operator may take leave at any time.

No leaves will be granted during the period November 1st to December 31st.

ARTICLE ON-A3 - EQUIPMENT

ON-A3.01 Vehicle Decals and Paint Work

The Company assumes responsibility for the supply and installation of the decal kit. Where the Company is changing the required colour scheme, the Company assumes the full cost of painting in accordance with the painting price available to the Company at an accredited CAA shop. Based on the above prices the Owner Operator is free to get his/her work done elsewhere.

The Owner Operator is responsible for all body work prior to the vehicle being painted.

The Owner Operator is responsible for any cost incurred for removing the decals upon termination, which is a requirement.

ON-A3.02 Appearance Standards

The Company reserves the right to refuse to sign Business Agreements, or terminate present Business Agreements with Owner Operators, whose equipment does not meet the Loomis Express (Canada) Ltd. global appearance standards. The Company must first give the Owner Operator no less than ninety (90) days written notice to meet appearance standards.

ON-A3.03 C.V.O.R. Reimbursements

The Company will reimburse Owner Operators for expenses related to obtaining C.V.O.R. licenses if required by the Company or the Ministry of Transportation.

ON-A3.04 Placard Holders

Placard holders to be installed and paid for by the Company, if required.

ON-A3.05 Company Must Supply Safety Equipment

Where deemed necessary by the Joint Health & Safety Committee, safety equipment will be supplied and paid for by the Company, except as amended by this Collective Agreement.

ARTICLE ON-A4 - TRAINING

ON-A4.01 Training Notice and Pay

From time to time Owner Operators will be required to participate in (live or on-line) training and/or educational meetings outside their normal work schedule. These hours shall be paid at straight time, at the Hourly Driver rate. Two (2) weeks advance notice will be given. There will be a guaranteed minimum of four (4) hours pay for attending. If the Owner Operator is unable to attend the training session they will be required to attend at an alternative time, at the discretion of the General Manager, within two (2) weeks of the original training date. A letter of concern will be issued if the Owner Operator does not attend the alternate session.

ON-A4.02 Company Responsibility to Train

The Company will ensure that all Owner Operators are properly trained as to their full responsibilities and duties.

ON-A4.03 Defensive Driving Course

The Company may require an Owner Operator to attend a defensive driving course at the Company's expense.

ON-A4.04 Cost of Training Relief Drivers

The cost for Company-approved training and upgrading the skills or qualifications of one replacement Driver per Owner Operator, approved by the Company, to comply with the requirements of the Company, will be borne by the Company. Relief or

Replacement Drivers shall be paid at the hourly rate for the classification.

ON-A4.05 Owner Operator Route Training

When adding to the Owner Operator group and/or when any individual is on what to them is a new Owner Operator route, they shall receive a minimum of three (3) days training on the route for experienced Owner Operators and/or Hourly Drivers and a minimum of five (5) days training for new Owner Operators. During training, the trainer will be paid at the prevailing hourly rate, and the new Owner Operator will receive full route revenue. Visa versa if the training Owner Operator's vehicle is used.

ARTICLE ON-A5 - MISCELLANEOUS

ON-A5.01 Owner Operator Buyout

In the event an Owner Operator's Business Agreement is cancelled for other than breach of contract, and he/she cannot exercise his/her seniority, the Owner Operator will receive the thirty (30) day notice in the Business Agreement and receive a buy out of one (1) weeks revenue per year of service with the Company, including time served as an Hourly Employee at the Owner Operator's current earnings.

ON-A5.02 Individual Owner Operator Rates

Owner Operators and the Company will be able to negotiate individual rates above or below the minimums. Any such negotiated rates must be agreed to by the Area Director and the Local Chairperson.

ON-A5.03 Customer Specific Rates

It is recognized by both parties that from time to time, customer specific rates are required to build the business, and as such in these circumstances the Area Director and the Local Chair of the Union shall meet to negotiate such individual rates together and present the proposal to the affected or new Owner Operator, at which time after satisfying the needs of all affected, the Area Director and Local Chair person shall sign off on said negotiated rates.

ON-A5.04 Chairperson Present During Signing

The Local Union Chairperson and/or Local Union Rep (L.U.R.) will be present during the Owner Operator Business Agreement negotiation and be given a copy of the signed Agreement.

ON-A5.05 Replacement Drivers

- (a) When an Owner Operator must be absent for emergency purposes, it will be the responsibility of the Owner Operator to supply a Relief Driver. If the Company must supply a Driver and a truck, the Company will retain the revenue for the relief period.
- (b) Should an Owner Operator be absent from their route due to an illness or family emergency, and not supply a Relief Driver, he/she must supply a doctor's note or documentation to substantiate the validity of the absence, or corrective action may be taken.

It is also noted that bona fide or substantiated absences shall not be occurrences.

- (c) Should an Owner Operator have a vehicle breakdown while coming to work or on duty, and not supply a Relief Driver, he/she must supply valid documentation to substantiate that the breakdown occurred on the date of their absence. If the repairs take more than one day to complete, the onus will be on the Owner Operator to ensure that the route is covered beyond the first day of the vehicle breakdown. If the above terms are not met, the Owner Operator will be subject to corrective action.

The company where feasible will help the owner operator to acquire rental vehicle and road side assistance if necessary.

The owner operator in order to receive vehicle assistance shall be required to sign and initial in advance where appropriate their business agreement to allow the company to recover this cost from their revenue.

- (d) The death of an immediate family member will be considered a bona fide emergency.
- (e) The Company will provide a Relief Driver up to a maximum of four (4) occurrences per calendar year. An occurrence will be a maximum of two (2) days and cannot be consecutive or used to add to any other benefits the Owner Operator may have under the terms of this C.B.A. Any doctor's note required by the Company will be paid for by the Company.

ON-A5.06 Route Coverage While on Union Business

If an Owner Operator is a member of the Executive or a Steward and is required to be absent for Union business, the Company will cover the route and keep route revenue for the number of days required, if requested.

ON-A5.07 Part-time Unassigned Employees for Route Relief

Part-time unassigned Hourly Employees will be available to the Owner Operator. The use of the part-time unassigned Hourly Employee is approved if the part-time unassigned Hourly Employee calls his Supervisor to inform the Supervisor of his intention to take the Owner Operator assignment, and has not already accepted another assignment. If the part-time unassigned Hourly Employee is scheduled to relieve an Owner Operator, the Company will not be able to re-schedule the part-time unassigned Hourly Employee.

ON-A5.08 Shortage of Payment

All Owner Operators will have their invoices paid by direct deposit. The payment records will be distributed at the end of day on Thursday every second week. Any shortages in excess of one hundred-fifty dollars (\$150.00) will be paid within forty-eight (48) hours of the Company being notified.

ON-A5.09 Owner Operators on Negotiating Committee

The Company agrees that a maximum of eight (8) Union negotiating committee members who would have normally been on route during contract negotiations shall suffer no loss of earnings while involved in negotiations.

ON-A5.10 One (1) Owner Operator per Truck

There will be only one (1) operator per truck except in the case of Linehaul Drivers.

ON-A5.11 Must be on Route 60% of the Time

Owner Operators must be on their own route at least sixty percent (60%) of the time.

ON-A5.12 Owner Operator Can Not Hold Multiple Routes

No Owner Operator can hold more than one (1) route nor can any Owner Operator from the bargaining unit act as an agent or have any other routes or positions with Loomis Express (Canada), Ltd.

ON-A5.13 Multiple Route Exemption

Article ON-A5.12 may be exempt in the case of holding a Saturday or Sunday posted and awarded route.

ON-A5.14 Notification of Suspended Driving Privileges

All owner operators must inform the company when they learn that their driving privileges are knowingly suspended or revoked for any reason. Failure to do so may result in the termination of their business agreement.

ON-A5.15 Current Loomis Ontario Worksites

London – Loomis
Kitchener – Loomis (Canpar also shares building, separate operations)
Markham – Loomis (Canpar operates routes from building)
Brampton – Loomis (Canpar operates routes from building)
Peterborough – Loomis
Belleville – Loomis
Kingston – Loomis
Hamilton – Loomis has routes only
Concord – Loomis has routes only
Whitby – Loomis has routes only
Ottawa – Loomis has routes only
JCC – Loomis has routes only

ARTICLE ON-A6 - CONVERTING BARGAINING UNIT OWNER OPERATOR MEMBERS TO HOURLY EMPLOYEES

In the event that the Company decides to convert any Owner Operator route(s) to hourly, the following shall apply:

ON-A6.01 Notice of Conversion

The Company will provide at least ninety (90) days' notice of the conversion to the Union and the affected Owner Operator(s).

ON-A6.02 Meeting to Address Concerns

The Company will meet with the Union and the affected Owner Operator(s) to discuss any issues of mutual concern relating to the conversion.

ON-A6.03 Buy-Out or Bump

The affected Owner Operator(s) will be given the first opportunity to accept any hourly route(s) resulting from the conversion or may exercise their seniority rights pursuant to this Collective Agreement or may elect to resign and accept a buy-out equivalent to two (2) weeks per year of service at the prevailing Hourly Driver rate of pay. These options will also be available to any Owner Operator who is bumped by another Owner Operator as a direct result of the conversion. An Owner Operator who, by accepting an hourly route or otherwise exercising his/her seniority rights to bump into an hourly position, will be given credit for all continuous service since his/her original date of service for the purposes of this Collective Agreement.

ON-A6.04 Vehicle Take-Over

If the Owner Operator requests, the Company will either assume responsibility for the vehicle leases of affected Owner Operator(s) or, if the Owner Operator(s) owns his/her vehicle, the Company will purchase it at fair market value, provided the vehicle was acquired or committed to by the Owner Operator prior to the date of notice under section ON-A6.01 above. If the vehicle is leased and there remains residual equity in the lease, the Owner Operator will be compensated accordingly.

ON-A6.05 Indemnify Business Expenses

The Company will indemnify the affected Owner Operator(s) for any reasonable and customary business expenses already incurred or committed to for the current year which are not otherwise recoverable by the Owner Operator, including insurance, benefits, permits, and cancellation fees, provided such costs were incurred prior to the date of the notice under section ON-A6.01.

ON-A6.06 Legal Fees

The Company will indemnify the affected Owner Operator(s) for any legal or accounting fees reasonably incurred as a result of the conversion, to a maximum of two thousand dollars (\$2000) per Owner Operator.

ON-A6.07 Loan if Income Tax Liability

If, as a result of conversion, an Owner Operator incurs an unexpected income tax liability because of the inability to claim a reserve under the Income Tax Act with respect to the deferred income, the Company will provide the Owner Operator with reasonable financing assistance relating to such tax liability including, if necessary, a loan, subject to the following conditions:

The Owner Operator must provide satisfactory proof that such loan is required for the above purpose;

The loan will be to a maximum of twenty thousand dollars (\$20,000) for a $\frac{3}{4}$ ton vehicle, twenty-five thousand dollars (\$25,000) for a one ton vehicle, thirty thousand dollars (\$30,000) for a five ton vehicle, and thirty-five thousand dollars (\$35,000) for a tractor;

The Owner Operator shall sign a promissory note for the loan;

The interest rate shall be two percent (2%) above the prime rate at the date the promissory note is signed;

The repayment schedule shall be based on an equal number of monthly installments of five hundred dollars (\$500) per month, unless the parties agree otherwise, provided the loan is repaid in full over a twenty-four (24) month period;

The Owner Operator must have elected to become an hourly rated Employee and must continue to be an Employee of the Company. If his/her employment is terminated prior to full repayment, the outstanding balance shall become due and payable upon termination.

ON-A6.08 Indebtedness

If, prior to the notice under section ON-A6.01 above, the Owner Operator has incurred indebtedness directly related to the operation of his/her vehicle which exceeds the equity in the vehicle, the Company will provide the Owner Operator with reasonable financing assistance relating to such indebtedness including, if necessary, a loan to a maximum of five thousand dollars (\$5,000) subject to the conditions set out in section 6.07 above.

ON-A6.09 Dispute Resolution

Any dispute over the application of this Article may be submitted to arbitration in accordance with Article 4 of the National Collective Agreement.

ON-A6.10 Guaranteed Hours

It is understood that any Owner Operator that takes an hourly driving position as a result of these provisions will be awarded an eight (8) hour position guaranteed not to be abolished or have hours reduced for a minimum of six (6) months following the award.

ARTICLE ON-A7 - WAGES

ON-A7.01 Gross Wage Increase is Applied to

The parties agree for all classifications of Owner Operators to use the following rate increases in article 11 of the National Collective Agreement applied to...

Non Heavy Equipment		Heavy Equipment and Western and Regional Linehaul	
Core Zone	Stops	Miles	Drops
Pieces	Quality Payment	Shunts	Switches
Premiums	Specials	Rates	Premiums
Hourly Rates		Hourly Rates	

ARTICLE ON-A8 – CORE ZONE CHART

ON-A8.01 Core Zone Charts

The Company agrees to post and distribute to each Owner Operator the agreed to Core Zone Charts for each province for each year of the collective agreement.

ARTICLE ON-A9 – RELIEF DRIVERS

ON-A9.01 Actions of a Relief Driver

The parties agree that Hourly Employees who are engaged by an Owner Operator, in accordance with this Collective Agreement, to act as a Relief Driver, will be subject to the discipline procedure should they fail to act in accordance with the duties and responsibilities of an Owner Operator.

In the event that an Owner Operator engages a Relief Driver from outside the bargaining unit, the Owner Operator assumes all responsibility for the actions of said Relief Driver and shall be disciplined accordingly should the Relief Driver fail to act in accordance with the duties and responsibilities of an Owner Operator.

It is further agreed that no Owner Operator shall be disciplined with greater than a level three letter of concern issued in progressive discipline for the actions of a non-bargaining unit Relief Driver.

Should any Owner Operator receive a level three letter of concern for the actions of their Relief Driver, the Relief Driver shall be deemed terminated from being an approved Relief Driver. In the event the relief driver is terminated in conjunction with this article all discipline issued to the owner operator due to the actions of the relief driver shall be removed from the owner operators file.

ARTICLE ON-A10 – INDIVIDUAL TERMS

ON-A10.01 Individual Terms Not to Be Eroded

It is hereby understood and agreed that during the period after contract ratification no individual terms more advantageous than provided for in this Agreement will be eroded.

E.g.: Piece rates higher than the Collective Agreement minimums or guarantees more advantageous to the Owner Operator than Collective Agreement minimums will not be eroded.

This does not apply to resigning Agreements after a route change or the elimination of payment for services that are no longer performed.

ARTICLE ON-A11 - WSIB PREMIUMS

ON-A11.01 Company to Pay WSIB Premiums

As of the date of ratification it is hereby agreed that the Company does and continues to pay all WSIB premiums for all Owner Operators, Relief Drivers and approved modified work accommodation runners/helpers.

ARTICLE ON-A12 - M.B.R.'D OWNER OPERATORS**ON-A12.01 Protected M.B.R. Operators**

The Owner Operators who are listed below are M.B.R.'D
(Maintained Base Rate):

Peter Lee Hoy Bob Finnie

Should any of the listed Owner Operators decide to exercise their overall service date established with the Company for another route, he shall forfeit his protected M.B.R.'D rate.

ARTICLE ON-A13 – FUEL REBATE FORMULA**ON-A13.01 Fuel Rebate Chart**

The parties agree from the date of ratification to the following fuel rebate subsidy formula.

Said formula to be applied as follows:

Every other Monday AM your General Manager shall post the previous two (2) week average price per litre for regular unleaded fuel to determine the baseline for the following formula.

Fuel	Rebate (A)	Rebate (B)
Cost	Runs to 200 Km.	Runs Over 200 Km.
0.499	0.0000	0.0000
0.509	0.0022	0.0016
0.519	0.0045	0.0033
0.529	0.0068	0.0050
0.539	0.0090	0.0066
0.549	0.0113	0.0083
0.559	0.0135	0.0099
0.569	0.0158	0.0116
0.579	0.0180	0.0132
0.589	0.0203	0.0149
0.599	0.0225	0.0165
0.609	0.0248	0.0182
0.619	0.0270	0.0198
0.629	0.0293	0.0215
0.639	0.0315	0.0231
0.649	0.0338	0.0248
0.659	0.0360	0.0264
0.669	0.0383	0.0281
0.679	0.0405	0.0297
0.689	0.0428	0.0314
0.699	0.0450	0.0330

0.709	0.0473	0.0347
0.719	0.0495	0.0363
0.729	0.0518	0.0380
0.739	0.0540	0.0396
0.749	0.0563	0.0413
0.759	0.0585	0.0429
0.769	0.0608	0.0446
0.779	0.0630	0.0462
0.789	0.0653	0.0479
0.799	0.0675	0.0495
0.809	0.0698	0.0512
0.819	0.0720	0.0528
0.829	0.0743	0.0545
0.839	0.0765	0.0561
0.849	0.0788	0.0578
0.859	0.0810	0.0594
0.869	0.0833	0.0611
0.879	0.0855	0.0627
0.889	0.0878	0.0644
0.899	0.0900	0.0660
0.909	0.0923	0.0677
0.919	0.0945	0.0693
0.929	0.0968	0.0710
0.939	0.0990	0.0726
0.949	0.1013	0.0743
0.959	0.1035	0.0759
0.969	0.1058	0.0776
0.979	0.1080	0.0792
0.989	0.1103	0.0809
0.999	0.1125	0.0825
1.009	0.1148	0.0842
1.019	0.1170	0.0858
1.029	0.1193	0.0875
1.039	0.1215	0.0891
1.049	0.1238	0.0908
1.059	0.1260	0.0924
1.069	0.1283	0.0941
1.079	0.1305	0.0957
1.089	0.1328	0.0974
1.099	0.1350	0.0990
1.109	0.1373	0.1007
1.119	0.1395	0.1023
1.129	0.1418	0.1040
1.139	0.1440	0.1056
1.149	0.1463	0.1073
1.159	0.1485	0.1089

1.169	0.1508	0.1106
1.179	0.1530	0.1122
1.189	0.1553	0.1139
1.199	0.1575	0.1155
1.209	0.1598	0.1172
1.219	0.1620	0.1188
1.229	0.1643	0.1205
1.239	0.1665	0.1221
1.249	0.1688	0.1238
1.259	0.1710	0.1254
1.269	0.1733	0.1271
1.279	0.1755	0.1287
1.289	0.1778	0.1304
1.299	0.1800	0.1320
1.309	0.1823	0.1337
1.319	0.1845	0.1353
1.329	0.1868	0.1370
1.339	0.1890	0.1386
1.349	0.1913	0.1403
1.359	0.1935	0.1419
1.369	0.1958	0.1436
1.379	0.1980	0.1452
1.389	0.2003	0.1469
1.399	0.2025	0.1485
1.409	0.2048	0.1502
1.419	0.2070	0.1518
1.429	0.2093	0.1535
1.439	0.2115	0.1551
1.449	0.2138	0.1568
1.459	0.2160	0.1584
1.469	0.2183	0.1601
1.479	0.2205	0.1617
1.489	0.2228	0.1634
1.499	0.2250	0.1650
1.509	0.2273	0.1667
1.519	0.2295	0.1683
1.529	0.2318	0.1700
1.539	0.2340	0.1716
1.549	0.2363	0.1733
1.559	0.2385	0.1749
1.569	0.2408	0.1766
1.579	0.2430	0.1782
1.589	0.2453	0.1799
1.599	0.2475	0.1815
1.609	0.2498	0.1832
1.619	0.2520	0.1848

1.629	0.2543	0.1865
1.639	0.2565	0.1881
1.649	0.2588	0.1898
1.659	0.2610	0.1914
1.669	0.2633	0.1931
1.679	0.2655	0.1947
1.689	0.2678	0.1964
1.699	0.2700	0.1980
1.709	0.2723	0.1997
1.719	0.2745	0.2013
1.729	0.2768	0.2030
1.739	0.2790	0.2046
1.749	0.2813	0.2063
1.759	0.2835	0.2079
1.769	0.2858	0.2096
1.779	0.2880	0.2112
1.789	0.2903	0.2129
1.799	0.2925	0.2145
1.809	0.2948	0.2162
1.819	0.2970	0.2178
1.829	0.2993	0.2195
1.839	0.3015	0.2211
1.849	0.3038	0.2228
1.859	0.3060	0.2244
1.869	0.3083	0.2261
1.879	0.3105	0.2277
1.889	0.3128	0.2294
1.899	0.3150	0.2310
1.909	0.3173	0.2327
1.919	0.3195	0.2343
1.929	0.3218	0.2360
1.939	0.3240	0.2376
1.949	0.3263	0.2393
1.959	0.3285	0.2409
1.969	0.3308	0.2426
1.979	0.3330	0.2442
1.989	0.3353	0.2459
1.999	0.3375	0.2475
2.009	0.3398	0.2492
2.019	0.3420	0.2508
2.029	0.3443	0.2525
2.039	0.3465	0.2541
2.049	0.3488	0.2558
2.059	0.3510	0.2574
2.069	0.3533	0.2591
2.079	0.3555	0.2607

2.089	0.3578	0.2624
2.099	0.3600	0.2640

It is agreed that this fuel subsidy extends beyond the above rates shown as per the mathematical formula used.

LETTER OF UNDERSTANDING ON-A1

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ONTARIO
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
(LOCAL 4457)
(HEREINAFTER REFERRED TO AS THE "UNION")**

EXCEPTIONS / NON BILLABLE STOPS

The parties agree that if an owner Operator attempts an unsuccessful / non-billable delivery or pick up, they will be paid on their invoice, providing they fill out an exception code explanation document (as per attached) and have followed the correct scanning process as per Company Policy.

Management reserves the right to review and challenge all explanations given, and deduct payment accordingly for proven invalid explanations. This process must be challenged by the end of the next business day, or the Company forfeits the right to deduct pay.

EXCEPTION CODE EXPLANATION

Date: _____

Name: _____

Route # _____

WB #	Pieces	Exception	Time	Customer	Detailed Explanation

LETTER OF UNDERSTANDING ON-A2

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ONTARIO
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
(LOCAL 4457)
(HEREINAFTER REFERRED TO AS THE "UNION")**

FACILITY RE-ROUTES

Any route that is bid upon and awarded to an Owner Operator within the facility undergoing the re-route that after two (2) weeks of servicing and does not earn on average the estimated earning for that route and suffers a loss of more than ten percent (10%) revenue shall be able to exercise their bumping rights as per the CBA. (This is not applicable should the route data be inaccurate and be adjusted to reflect this and thus making the earnings as estimated.)

If the route is posted as a cube van route and the route is able to be done with an Econoline van this can be accommodated and the route core zone will be adjusted to reflect the size of the vehicle being used. Should anyone in this situation not be able to regularly fully service their route, or their freight, they will as a result be given thirty (30) days to upgrade their vehicle with no option to bump.

Any route which turns out to have incorrect core zones or kilometers will be adjusted and paid retroactively to the Owner Operator. It must also be understood that in the event a core zone was over estimated for a route that the overpaid earnings will be deducted from the Owner Operator in addition to the core zone correction. The data will be supplied to the Owner Operator and the local Chairperson.

Any route that is earning more than fifty dollars (\$50.00) on average per day for the first two (2) weeks than originally estimated shall be re-posted within the facility only and be awarded by seniority. (In order to bid upon such route you must have been in a bid position with the original postings).

For clarity – Fuel subsidy is paid outside of the payment methodology and as such is over and above any guarantee.

Ten working days after the implementation of said re-route the following fourteen (14) or fifteen (15) working days of data will be averaged for automatic core zone adjustment. (Fourteen (14) days) in the event a statutory holiday is during the period). In the event a core zone was under estimated the Owner Operator will be paid retroactively to the implementation date within two (2) pay periods. In the event the core zone was overestimated the owner Operator will have the overpayment deducted from the next two (2) pay periods.

The Company reserves the right to validate any and all data through route audits and or route rides. The data will be supplied to the owner Operator and the local Chairperson.

Subsidies

Subsidies on routes will stay in place as long as the incumbent Owner Operator stays on the route and maintains eighty percent (80%) of the route in a re-route situation. Should the Owner Operator leave the route the subsidy for that route is finished.

To establish the eighty percent (80%) stop volume threshold, the ten (10) working days before the re-route implementation will be used for average calculations. The employer will have to prove that the route has lost more than twenty percent (20%) of its original average stops from the area removed against the average number of stops for the total area pre-re-route. The data will be provided to the local Chairperson and the Owner Operator.

This signing of this document nullifies the LOU on Major Re-Route signed May 6, 2010

Dated this 14th day of May, 2012

LETTER OF UNDERSTANDING ON-A3

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ONTARIO
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
(LOCAL 4457)
(HEREINAFTER REFERRED TO AS THE "UNION")**

10 HOURS ON ROUTE

It is understood that the Company intends each route to be completed within ten (10) hours excluding lunch and breaks.

ONTARIO BUSINESS AGREEMENT

AGREEMENT ENTERED INTO AT THE CITY OF _____ ON THIS _____
DAY OF _____, 20__.

BETWEEN: Loomis Express (Canada), LTD.
Having its head office at 200 Westcreek Blvd.
Brampton, Ontario L6T 5S6
Hereinafter called "Loomis"

AND: (Full name)

(Address and postal code)

Hereinafter called the "Owner Operator"

WHEREAS Loomis, is a common carrier by motor vehicle which, in the regular course of its operations, requires the services of Owner Operators;

WHEREAS the Owner Operator has applied to Loomis to enter into an Agreement to supply transportation services with his/her own equipment on the terms and conditions hereinafter set out;

WHEREAS the Owner Operator warrants that he/she has the permits, equipment, skills and expertise necessary to operate commercial motor vehicles for the benefit of Loomis;

THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

TERM:

1. This Agreement shall take effect on the date of its signature and shall continue in full force and effect until terminated by either party as a result of a breach of contract.
2. This Agreement may also be terminated, at the reasonable discretion of either party, by serving a written notice to that effect, thirty (30) days in advance.

FEES:

3. The schedule of fees is attached to this Agreement as Schedule A. Deposits shall be made to the Owner Operator every two (2) weeks.
4. The remuneration paid to the Owner Operators includes an indemnity for vacation, indemnity for fringe benefits, funeral leaves and statutory holidays. It is the responsibility of the Owner Operator to pay such an indemnity as required by law.

PURPOSE OF THE AGREEMENT:

5. This Agreement outlines the terms and conditions related to the provision of services in relation to customers of Loomis, to ensure that those services will be sufficient and to the satisfaction of Loomis and its customers.

OWNER OPERATOR'S OBLIGATIONS:

6. The Owner Operator agrees to:

- a) Maintain at all times valid permits and licenses as required by law, and abide by and operate within the limits of all related provincial and federal laws and regulations. This does not include Western Linehaul Owner Operators.
- b) The parties agreed to article ON-A9 - Relief Drivers.
- c) Obtain and maintain insurance coverage, as more fully described in Appendix A of the business agreement.
- d) Promptly report any accident or injury and any claim which could involve Loomis to the appropriate insurance carrier and to Loomis and fully cooperate with Loomis and any other person or persons appointed by or on behalf of Loomis in the investigation and settlement of any insurance claim.
- e) Ensure that the best interests of Loomis and its customers are maintained through a safe, efficient and professional operation.
- f) Provide, on a consistent and reliable basis, safe equipment and sufficient and satisfactory services to meet the business requirements of Loomis and its customers.
- g) Make every reasonable effort to meet established delivery times unless otherwise prevented by severe weather, operational or other extraordinary circumstances beyond the control of the Owner Operator.
- h) Where a replacement Driver or helper is employed, provide at all times, licensed, competent, qualified personnel and make appropriate deductions and payments, as required by law, including deductions at source.
- i) Recognize the right of Loomis to modify areas of service from time to time, where necessary for service or efficiency in accordance with the Bargaining unit C.B.A.

7. The Owner Operator agrees that, in the performance of this Agreement, especially where he/she collects monies on behalf of Loomis, he/she shall assume all the legal obligations of a person charged with administration of the property of others.

GENERAL:

8. It is expressly agreed between the parties that Loomis shall, in no way, be responsible to the Owner Operator or to third parties, for any services and/or supplies provided to the Owner Operator. In the event of a claim resulting from supplies or services so provided, the Owner Operator agrees to indemnify Loomis and to plead in its stead.
9. Loomis may require, from time to time, proof that the Owner Operator abides by any and all of his/her obligations. The Owner Operator will, upon demand, provide Loomis a written authorization to verify his/her status and discharge of his/her contractual obligations with any government or person.

10. Loomis hereby grants to the Owner Operator a license to use its trade name, trademarks and logo types, within his/her area of service and for as long as this Agreement will remain in force. The Owner Operator recognizes that he/she has no proprietary interest in same and where the equipment is withdrawn from service for any reason, all Loomis symbols, insignias, decals or other identification will be removed, prior to the release of final payments owing to the carrier.
11. The Owner Operator agrees that, during the term of this contract and in any case on termination thereof, he/she will not solicit any of Loomis's customers, nor will he/she compete directly or indirectly with Loomis, with respect to Loomis's customers, for a period of three (3) months following termination.
12. The Owner Operator and any Employee, partner or associate of the Owner Operator, may not be entitled to any benefits or rights which would be afforded to an Employee of Loomis, including but not limited to benefits such as company pension, governmental pension contributions, dental or medical insurance, life insurance, or unemployment or disability insurance.
13. Loomis and the Owner Operator hereby acknowledge and agree that this Agreement is a Contract for Services and the Owner Operator shall, for all purposes of this Agreement, be deemed a dependent contractor, solely for the purposes of the Canada Labour Code. This Agreement shall not be construed in any respect to create between Loomis and the Owner Operator, a legal relationship of partnership, employer and Employee, or principal and agent.

SIGNED, SEALED AND DELIVERED:

Loomis EXPRESS (CANADA), LTD.

By: _____

Witness: _____

Owner Operator: _____

Local Chair: _____

APPENDIX A**Ontario Liability and Damage Insurance**

The Owner Operator shall, at their own expense and without cost or expense to Loomis Express (Canada), Ltd., obtain and maintain during the term of this Agreement the following insurance in respect to the vehicle and in relation to the performance of services under this Agreement:

- (a) Motor vehicle third-party liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence on any vehicle utilized by the Owner Operator in providing services to Loomis Express (Canada), Ltd. under the terms of this Agreement together with any further statutory motor vehicle liability or other insurance which may be required under applicable laws or regulations.
- (b) Comprehensive general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence against claims arising out of bodily injury or death or loss of damage to, or in the destruction of property belonging to Loomis Express (Canada), Ltd. or its customers, including the loss of use thereof covering such perils as Loomis Express (Canada), Ltd. deems necessary and in such amounts and with such terms and conditions are reasonably acceptable to Loomis Express (Canada), Ltd. The policy referenced herein shall contain an endorsement specifically covering the contractual liability of the Owner Operator under the terms of this Agreement.
- (c) Cargo liability insurance on terms and conditions reasonably satisfactory to Loomis Express (Canada), Ltd. in an amount of not less than twenty-five thousand dollars (\$25,000).

The foregoing insurance must be placed with an insurer reasonably acceptable to Loomis Express (Canada), Ltd. The Owner Operator must further provide Loomis Express (Canada), Ltd. with a Certificate of Insurance evidencing the foregoing insurances prior to services being commenced. Said Certificate of Insurance evidencing the coverage's herein shall also contain the following provisions:

- 1) Loomis Express (Canada), Ltd. will be added to said policies as an additional insured but only with respect to liability that may result from the performance of this Agreement.
- 2) The Owner Operator and the insurers further agree to waive all rights of subrogation as against Loomis Express (Canada), Ltd.
- 3) The policies shall contain severability of interest and cross liability clauses.
- 4) The Insurers will provide Loomis Express (Canada), Ltd. And the owner operator with thirty (30) days prior written notice of any cancellation or material change in the policies.

ONTARIO SCHEDULE "A" – FEES

Name: _____

Route # _____

The Owner Operator shall be paid for the performance of services during the term, subject to early termination as per the Business Agreement, as follows:

This is based on:

Rates	April 1 2017	April 1 2018	April 1 2019	April 1 2020
Core Zone Rate	<i>By Route</i>	<i>By Route</i>	<i>By Route</i>	<i>By Route</i>
Stop Rate	\$1.36	\$1.40	\$1.44	\$1.48
Piece Rate	\$0.23	\$0.24	\$0.25	\$0.26
Quality Payment	April 1 2017	April 1 2018	April 1 2019	April 1 2020
98% to 100% AVD	\$16.89	\$17.40	\$17.84	\$18.29
95% to 97% AVD	\$5.63	\$5.80	\$5.95	\$6.10
100% Pick Ups	\$16.89	\$17.40	\$17.84	\$18.29
100% TDD	\$16.89	\$17.40	\$17.84	\$18.29
Total Potential	\$50.87	\$52.20	\$53.52	\$54.87

Owner Operators will not be penalized for not meeting the above targets if the reason is beyond the Owner Operators control. In these situations the Owner Operator is to bring the issue giving rise to such circumstance to management's attention for determination.

Owner Operators will be expected to make every effort to perform time definite deliveries where such deliveries will not affect service to other customers on their route. If it is determined that the Owner Operator cannot perform said delivery within the service requirements, they will be required to advise the appropriate Manager/Supervisor that alternate arrangements will need to be made for said deliveries.

Owner Operators shall receive \$23.67 per hour (\$24.38 effective April 1, 2018, \$24.98 April 1, 2019, \$25.60 April 1, 2020) for the performance of work that would otherwise be normally performed by the Warehouseperson classification. This shall not apply to any work that is associated with the Owner Operator's route responsibilities.

Owner Operators understand that the Company will ask for special arrangements to avoid losing money on large distributions and, if not successful on negotiating special arrangements on repeat large distributions, the Company will either:

- (i) Reroute to another route, or
- (ii) Evaluate purging the customer.

The Owner Operator shall receive the greater of, two thousand six hundred and one (\$2601.00 April 1, 2017, \$2679.03 April 1, 2018, \$2746.01 April 1, 2019, \$2814.66 April 1, 2020) dollars on a bi-weekly basis for the performance of the services, or their current guarantee, (whichever is greater), in respect to Route # _____ in the Province of Ontario. The bi-weekly minimum will be pro-rated based on the number of working days in the bi-weekly period. The minimum will be based on a five (5) day work week.

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

All waybills or scannable manifests on all shipments must be scanned where possible or manually entered where possible as applicable. Loose shipments must be scanned however pre-wrapped or bulk pickups of over fifty (50) pieces with a manifest do not have to be scanned. Individual package scanning on any pre-wrapped bulk shipments is not required but must be supported by manifest where applicable.

Owner Operators to be advised of any invoice changes within forty-eight (48) hours in writing by way of corrected invoice.

Loomis shall be entitled to deduct from the fees owing to the Owner Operator at any time, in addition to any amounts Loomis may elect to set off and deduct pursuant to this Agreement, the following expenses:

- (a) A vehicle rental charge of \$ _____ per _____.
- (b) Short term vehicle insurance \$ _____ per _____.
- (c) Vehicle licenses of \$ _____ per _____.
- (d) Road side assistance \$ _____ per _____.

Note:

Delete and initial any provisions which do not apply.

Acknowledgement of Fee Schedule:

Owner Operator _____ Date _____

Loomis Express (Canada), Ltd. _____ Date _____

Local Chair _____ Date _____

APPENDIX "B" ONTARIO HOURLY

ARTICLE ON-B1 - SCHEDULING WORKING HOURS AND OVERTIME

ON-B1.01 Work Week

Except as provided in Article ON-B1.06 and ON-B1.07, the work week may be scheduled from Monday through Sunday.

All time worked in excess of eighty (80) hours per pay period shall be paid at time and one half of the Hourly Employees' rate of pay.

Clerical only: The clerical full time work week shall be thirty-seven and a half (37.50) hours per week and shall be at time and one half after seventy five (75) hours per pay period.

ON-B1.02 Weekend work

1. Any scheduled Saturday or Sunday runs or shifts will be first offered to part-time Hourly Employees on a permanent scheduled basis in accordance with seniority.
2. In the event there are no part-time bids for this scheduled work, the work will then be offered to a part-time unassigned Hourly Employee on a regular basis.
3. Any part-time Hourly Employee that moves to full-time shall be required to relinquish any Saturday or Sunday work schedules. However, once said position is reposted said Hourly Employee may re-bid and be awarded the position based on seniority if there are no successful part-time bids.

ON-B1.03 Overtime Rights

No Hourly Employee shall be required to take time off in lieu of overtime hours worked.

ON-B1.04 Pay as Per Scheduled Shift

Hourly Employees will be paid according to their hours scheduled.

ON-B1.05 Minimum Hours to be Paid

- (a) Any full time or regular part time Hourly Employee ordered to report to work at a time specified by the Company, and who reports for work at the said time will be guaranteed a minimum of four (4) hours work or four (4) hours pay in lieu thereof; unless the said hours are at the beginning or end of the Hourly Employees shift unless the Hourly Employee quits, or is discharged for cause prior to the completion of four (4) hours.
- (b) In the event of a disabling injury on the job, an Hourly Employee will be paid for the number of hours for which the Hourly Employee was scheduled to work on the date of the injury.
- (c) Any Hourly Employee that reports to work as scheduled or called upon where said Hourly Employee is then sent home, suspended or terminated that day, shall be paid for time worked.

ON-B1.06 Branch Job Position Chart

A chart indicating each job position, route by number, classification, area, current scheduled hours and any other pertinent comments concerning each position shall be placed in a location easily observed by all Union Members within each branch and shall be updated when any posted information becomes invalid or is changed.

ON-B1.07 Four (4) Day Ten (10) Hour Shift

Upon mutual agreement, in writing, between the Company and the Union, a shift comprising of four (4) consecutive days and ten (10) consecutive hours per day, excluding the lunch period, shall be established.

ON-B1.08 Paid Breaks

Hourly Employees who work a full-time shift or part time employees where it is known will work a shift of seven (7) hours or more will be entitled to a total of thirty (30) minutes of paid breaks. Any Hourly Employee who works a part-time shift will be entitled to a fifteen (15) minute paid break for every three and a half (3.5) hours of work. Local scheduling practices will prevail. Should the employee not take their break(s) or it not be scheduled for them, they will be paid for said break(s) at the end of their shift.

ON-B1.09 Overtime

Where overtime work is required it will be allocated on the basis of seniority within the classification, within the department. Overtime work will be allocated to the senior qualified person within the classification within the department first. In the event there are no Hourly Employees within the classification, the work will be offered on the basis of seniority to those qualified persons who have signed an OT list in the department.

ON-B1.10 Time clock

It is against Company policy to punch in earlier than six (6) minutes before an Hourly Employee's start time and no later than six (6) minutes after the Hourly Employee's finishing time, unless authorized by management.

ON-B1.11 Non-Work Hours Included for Calculating Overtime

Scheduled hours for Float days, Vacation days, Statutory Holidays, time for Health and Safety committee members and Union representation time/Bargaining Committee will be included towards time worked when calculating overtime.

ARTICLE ON-B2 - HOLIDAYS**ON-B2.01 Statutory Holidays Observed**

The following statutory holidays will be observed with pay:

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

ON-B2.02 Float Days

- (a) In addition to the statutory holidays listed above, four (4) floating days [five (5) days for clerical classifications] may be taken. Hourly Employees become eligible for their float days after completing one (1) year of service as an hourly employee. These days may be used for sickness. This Article does not apply to part-time unassigned Hourly Employees.
- (b) A floating day or days may be taken any time for personal convenience during the contract year; however, one (1) week's prior notice must be given to management. It is understood that no more than two (2) Hourly Employees per classification may take the same floating holidays on the same day. In the case of a dispute, seniority shall govern only when more than two (2) Hourly Employees apply at the same time for the same dates.
- (c) Any unused float days may not be carried forward but shall be paid out at the Hourly Employee's basic rate at the end of the anniversary year.
- (d) The Union agrees that two (2) of the floating days are a substitution for Remembrance Day and Family Day and the Union agrees to assist the Company in obtaining from the Hourly Employees under this Agreement any necessary agreements required by Canada Labour to effect this substitution.
- (e) In the event the company decides to close for business on either Remembrance Day or Family Day Employee float days shall be reduced by one (1) for each day of closure. Those days shall then be considered statutory holidays and the employee shall be compensated accordingly.

ON-B2.03 Float Days During Vacation

An Hourly Employee shall be paid any statutory holiday falling during his/her vacation, in addition to vacation pay.

ON-B2.04 Statutory Holiday During Vacation

If a recognized holiday occurs during an Hourly Employee's vacation, or on a regular day off, the Hourly Employee, at his/her option, shall receive a day off with pay, or a regular day's pay at straight time. Should the Hourly Employee choose the day off, it may be taken on the day before or immediately following his/her vacation or regular day off.

ON-B2.05 Holiday and Float Day Pay

Holiday and Float Day pay will be computed by multiplying the Hourly Employee's basic hourly rate of pay by the average number of hours per day worked by the Hourly Employee during the previous twenty (20) days.

ON-B2.06 Holiday Pay for Long Day Short Week Employees

Those Hourly Employees working under a long day, short week agreement will receive their normal day's pay if the holiday falls on their regularly scheduled day of work. If the holiday falls on a non-regularly scheduled day of work, the Hourly Employee will receive ten (10) hours pay at the basic rate for his/her classification.

ON-B2.07 Hours Worked During a Holiday

If an Employee works a scheduled shift that runs into a declared statutory holiday, the Employee shall be paid double time and a half for the hours worked during the holiday period.

ON-B2.08 New Proclaimed Holidays

In the event a statutory (general) holiday is proclaimed by either the Federal or Provincial Governments, such holiday shall also be observed if not already listed in the above holidays with pay.

ON-B2.09 Determination of Holidays for Different Shifts

In the case of a general holiday falling on a Monday, for those Hourly Employees whose work commences on Sunday, Sunday shall be their general holiday and their work week will then commence on Monday. In the case of a general holiday falling on a Friday, for those Hourly Employees whose shift commences on Thursday and ends on Friday, Thursday shall be their general holiday and their work week would then be completed on Thursday morning.

ON-B2.10 Eligibility for Statutory Holiday Pay

Any Employee employed for thirty (30) days prior to a statutory holiday shall qualify for statutory holiday pay.

ARTICLE ON-B3 - VACATION AND VACATION PAY**ON-B3.01 Posting a Seniority List for Vacation Purposes**

No later than the 1st of January of each year, the Company will post on the Union bulletin board, a list of Hourly Employees in order of seniority using the Hourly Employees' respective seniority dates.

ON-B3.02 Vacation Selection, Approval and Posting

Each eligible Hourly Employee will select his or her desired time for vacation understanding that vacation cannot be taken until after their anniversary date as an hourly employee. An Hourly Employee shall be required to select his or her vacation dates prior to the 31st of March of each year indicating their first preference for vacation dates along with second and third alternate dates to their General Manager or designated Supervisor.

Any Hourly Employee failing to select his/her vacation date, except for bona fide sickness or injury where the Company is unable to contact them, shall forfeit their seniority rights for vacation selection and will be required to wait until all other eligible Hourly Employees within the depot or branch have selected their dates. Any Hourly Employee who wishes to change his/her selection after the 31st of March will not be able to exercise his/her seniority rights on his/her revised selection, which shall require the Company's approval. A minimum notice of two (2) weeks must be given for vacation requests.

Any Hourly Employee that follows all vacation guidelines shall always be able to exercise their seniority to obtain their vacation dates. Should an Hourly Employee not be granted their desired vacation days requested, submitted on or before

March 31st, then said Hourly Employee shall still be able to exercise their seniority in selecting alternate dates.

The vacation schedule is to be finalized and posted no later than the 1st of May each year. The employer shall update the vacation schedule on a monthly basis. The Company shall also ensure that all Hourly Employees wishing vacation dates between February 1st and April 30th shall be dealt with first.

ON-B3.03 Percentage of Employees Allowed Off on Vacation

The Company shall permit up to ten percent (10%) of the Hourly Employees and Owner Operators in any one (1) classification in any one department in any one (1) facility covered by this Agreement to take vacation/personal leave time at the same time.

ON-B3.04 Splitting Vacation Time and, Allotments

Hourly Employees may split their vacation weeks, if they so desire, or take them consecutively. The remaining vacation time may be split into days.

Hourly Employees must take at least two (2) weeks in one (1) block, or two (2) one (1) week blocks. Any Hourly Employee who wishes to take vacation by the day will not be included in the percentage ratio of Article ON-B3.03.

However, a maximum of two (2) people will be allowed off in single day allotments over and above the ten percent (10%).

Further, only one (1) person shall be allowed to pre book a float day over and above the above entitlements.

ON-B3.05 Vacation Allotments and Percentage Entitlement

- (a) Hourly Employees who have completed one (1) year of service shall be entitled to vacation with pay on or after their anniversary date and must be taken within twelve (12) months thereafter. At the end of the vacation entitlement all outstanding vacation will be paid out at the applicable rate. Only vacation taken in one (1) or two (2) week blocks will be paid by separate cheque.

Non Clerical Allotments		
Years of Service	Entitlement Weeks	% of Earnings
One (1)	Two (2)	4%
Three (3)	Three (3)	6%
Ten (10)	Four (4)	8%
Fifteen (15)	Five (5)	10%
Clerical Only		
Years of Service	Entitlement Weeks	% of Earnings
One (1)	Three (3)	6%
Five (5)	Four (4)	8%
Twelve (12)	Five (5)	10%

- (b) Hourly Employees will receive vacation pay at the percentage (%) entitlement applied to their annual gross earnings for the anniversary year for which they are receiving their vacation or be paid at their regular scheduled hours and current pay structure for the number of weeks of entitlement, whichever is greater.
- (c) In the event of an absence due to W.S.I.B. or illness, [leave of absence in excess of one (1) month] in no case will the Hourly Employee be entitled to W.S.I.B, Weekly Indemnity, or Long Term Disability benefits in addition to vacation pay.

ON-B3.06 Vacation Pay by Separate Deposit

Vacation pay shall be paid to the Hourly Employee by separate cheque with the pay immediately preceding their departure on vacation. When vacation is split into days the Hourly Employee will be paid on their regular pay cheque.

ON-B3.07 Call-in or Working During Booked Vacation

Hourly Employees, while on vacation, cannot be called in to work unless the Hourly Employee agrees. When an Hourly Employee is called in, by mutual agreement, the Hourly Employee will have the right to negotiate their remaining vacation prior to returning to work.

ON-B3.08 Vacation Entitlement at End of Employment

In the event that an Hourly Employee leaves the employ of the Company, they shall be paid as per entitlement in Article ON-B3.05.

ARTICLE ON-B4 - HEALTH & WELFARE**ON-B4.01 Plan Overview and Costs**

The Company shall provide a comprehensive health and welfare benefit program for eligible regular full-time and part-time Hourly Employees. The program will form part of the Collective Agreement. The cost to the Hourly Employee for their disability benefits will be the equivalent of one percent (1%) per month of regular earnings.

These benefits include:

- E.R. Health Tax;
- Major Medical;
- Dental Plan;
- Vision Care;
- Eye exams (Max \$65.00 per year each);
- Life Insurance;
- Accidental Death and Dismemberment;
- Short-term Disability;
- Chiropractic (max \$300.00 per year each);
- Long-term Disability;
- Felonious Assault Insurance;
- Accidental Death and Dismemberment (Optional).

The Company agrees to provide all eligible Hourly Employees with current details and information covering all Hourly Employee benefit programs for which Hourly Employees covered by this Collective Agreement are entitled to participate. This book shall be provided at date of hire. The parties agree not to increase the Hourly Employee contributions thus making payments taxable under Weekly Indemnity.

ON-B4.02 Voluntary Group Accident Plan

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

ON-B4.03 Major Medical Insurance

The effective date for the Major Medical Insurance Plan is thirty (30) days for full-time Hourly Employees and ninety (90) days for part-time Hourly Employees.

Hourly Employees covered under this benefit shall be entitled to a Drug Card with a ten dollars (\$10.00) deductible per use.

ON-B4.04 Dental Plan

The effective date of the dental plan is the first (1st) day of the next month following the three (3) month waiting period.

The Dental Plan will provide the following:

Plan A (100% coverage) includes

- | | |
|---------------------------|-------------------------|
| (a) diagnostic services | (e) prosthetic services |
| (b) preventative services | (f) endodontics |
| (c) surgical services | (g) periodontics |
| (d) restorative services | |

Plan B (50% coverage) includes

crowns and/or bridges
partial dentures
complete upper and lower dentures

Rates will be as per the current O.D.A. schedule. It is further agreed the current O.D.A. schedule is initiated when the carrier is informed of the rate change as per the insurance contract.

There will be no deductible charges for the above services.

ON-B4.05 Vision Care

Two hundred dollars (\$200.00) per Hourly Employee and per dependant every twenty four (24) consecutive months.

ON-B4.06 Life Insurance

The effective date of the Life Insurance Plan is thirty (30) days from posting for full-time Hourly Employees and ninety (90) days for part-time Hourly Employees. The benefit will be based on 1.25 x base annual earnings up to a forty thousand dollar (\$40,000) maximum.

ON-B4.07 Accidental Death & Dismemberment Insurance

The effective date of the Accidental Death & Dismemberment Insurance Plan is thirty (30) days for full-time Hourly Employees and ninety (90) days for part-time Hourly Employees. The benefit will be based on 1.25 x base annual earnings up to a forty thousand dollar (\$40,000) maximum.

ON-B4.08 Short-Term Disability Benefit

The Short-Term Disability Benefit commences on the first (1st) day of accident or the fourth (4th) day of sickness. The benefit is based on seventy percent (70%) of average scheduled hours to a four hundred fifty dollars (\$450.00) maximum per week for the first fifteen (15) weeks. Coverage begins upon completion of ninety (90) days' employment.

Hourly Employees will have one hundred and twenty (120) days to file their weekly indemnity claim.

Note: See Article 18.03 of the National Agreement for further clarification.

ON-B4.09 Long-Term Disability Benefit

Upon completion of ninety (90) days' employment, the Company will make available to eligible Hourly Employees a Long-Term Disability Group Plan (Salary Continuance). Eligibility commences after fifteen (15) weeks. The Plan provides a disability income based on seventy percent (70%) of average weekly earnings up to two hundred-fifty dollars (\$250.00) per week. Hourly Employees will have one hundred and twenty (120) days to file their long-term disability claim. The total disability period shall be a maximum two (2) years, calculated from the commencement of the short-term disability claim.

Note: See Article 18.03 of the National Agreement for further clarification.

ON-B4.10 Weekly Indemnity Benefit Pay

- (a) The Company agrees to provide payment for Hourly Employees after a two (2) week waiting period from the time forms are filled out and medical attention is received for all bona fide weekly indemnity claims.
- (b) In the event the Company is required to advance funds to the Hourly Employee, the beneficiary of the weekly indemnity claim agrees to reimburse the Company for an amount equivalent within two (2) working days upon receipt of the weekly indemnity payment from the carrier.
- (c) Whereupon the reimbursement to the Company is ultimately declared N.S.F., (not sufficient funds), by the clearing bank, the amount of reimbursement is automatically deducted from the Hourly Employee's next pay, or remaining vacation accrued.

ON-B4.11 Felonious Assault Insurance

The Company will provide felonious assault insurance for all Hourly Employees on the payroll from the date of employment in the amount of twenty thousand dollars (\$20,000.00).

ON-B4.12 Optional Accidental Death & Dismemberment

This is a separate plan. Coverage under this plan is optional and available to each Hourly Employee at their own cost.

ON-B4.13 Dependent Coverage of Major Medical/Dental/Vision

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

Declaration of Common-Law Status for Benefit Eligibility:

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

A spouse is deemed to be:

A person married to the Hourly Employee as a result of a valid civil or religious ceremony, including a person separated from the Hourly Employee.

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

ARTICLE ON-B5 - LAYOFFS

ON-B5.01 Seniority to Govern

The Company and the Union accept the principle of seniority in layoffs and rehiring and agree that if the Hourly Employee possesses the required qualifications and ability that length of continuous service will govern.

ON-B5.02 Recall of Employees

When adding to the workforce of Hourly Employees covered by this Agreement, those previously laid off will be recalled on the basis of seniority.

ON-B5.03 Notification of Recall

- (a) The Company will notify such Hourly Employees at their last known address by Registered Mail. If such Hourly Employees fail to report within five (5) working days from date of receipt, the standing as an Hourly Employee and of any such person failing to report within five (5) days will be forfeited.
- (b) It shall be the responsibility of every Hourly Employee to keep the Company and the Union informed of any and all changes of address or telephone numbers. Such information will be supplied within three (3) working days of such change.

ON-B5.04 Notice or Pay in Lieu of

In the event of a layoff, an Hourly Employee employed more than ninety (90) days, but less than one (1) year, will receive two (2) weeks' notice of such layoff or two (2) weeks' pay in lieu of notice.

ARTICLE ON-B6 - HEALTH, SAFETY AND EQUIPMENT**ON-B6.01 No Requirement to Operate Unsafe Vehicle or Equipment**

- (a) The Company will not require Hourly Employees or Owner Operators to operate any Company vehicle on the streets or highways that is not in a safe operating condition or equipped with safety appliances prescribed by law. All unsafe vehicles shall be locked out and red tagged.
- (b) The Company will not require Hourly Employees to operate any equipment that is in violation of any relevant statutes. It will not be a violation of this Agreement when Hourly Employees refuse to operate unsafe equipment or those not properly equipped as prescribed by law.
- (c) The Company will not ask any Hourly Employee to take out a vehicle until same has been approved as being safe by the Company. In the event of a dispute over the condition of a vehicle, the matter shall be resolved after consultation between a member of management and a certified mechanic.

Such certificate shall be in writing. Should said vehicle be certified by a mechanic as safe, then the Employee who refused to take said vehicle out may be subject to discipline.

ON-B6.02 Reporting Malfunctions and Defects

Hourly Employees will immediately, or at the end of their respective shifts, report all vehicle malfunctions and defects of equipment. Such reports will be made on a suitable form furnished by the Company and will be made in multiple copies; one (1) copy may be retained by the Hourly Employee.

ON-B6.03 Handcarts

Hourly Employee operated Company vehicles will be equipped with a handcart.

ON-B6.04 Company Responsibilities

Maintenance of the equipment in good running condition is the duty and the responsibility of the Company.

ON-B6.05 Mandatory Vehicle Requirements

All Company vehicles acquired or ordered after date of ratification will be equipped with adequate heaters, windshield wipers, defoggers and am/ fm radios. These will be kept in good operating condition at all times. The Driver's area will include a protective barrier between himself/herself and the freight.

ON-B6.06 Essential Fluids

Windshield washer solution and motor oil shall be readily available at all times for Company vehicles.

ON-B6.07 Essential Gauges

The Company will keep speedometers and fuel gauges in proper working order and reasonably accurate on all Company vehicles.

ON-B6.08 C.B. Radio

A C.B. radio and antenna will be supplied by the Company for all Linehaul vehicles. (Company owned vehicles only).

ON-B6.09 At Fault Accidents

Accidents for which the Hourly Employee is at fault, or for which their action or lack of action is a contributing factor, may result in disciplinary action.

ON-B6.10 Accident Investigations

- (a) Hourly Employees shall be paid for all time lost during the investigation period relating to an accident in which that Hourly Employee was involved, should it be found that that Hourly Employee was not at fault. Further, any discipline administered prior to the Joint Health & Safety Committee rendering their decision shall also be removed if the accident/incident was found to be non-preventable.
- (b) All accidents will be reviewed by the Joint Health & Safety Committee who shall provide the Company with a detailed report in writing of their recommendations for preventative measures. Any Hourly Employee involved in a preventable accident may be required to attend a Defensive Driving Course and the Company will cover the cost of their wages if the Driver is not on suspension.

ON-B6.11 Notification of Results of Investigation

Hourly Employees involved in accidents will be notified by the Joint Health & Safety Committee, through the Company, whether the accident was a preventable or non-preventable accident.

ON-B6.12 Damage While Towing

Drivers will not be responsible for damage while towing or pushing a vehicle, if instructed to do so by the Company.

ON-B6.13 Joint Health & Safety Committee

The Company shall apply the provisions of Part II of the Canada Labour Code as they are presently and as amended from time to time.

The Company and the Union will make every effort to comply and promote in a timely manner all legislation pertaining to occupational Joint Health & Safety.

It is agreed that the Joint Health & Safety Committee will meet to establish its points of reference and post these points on the terminal bulletin boards.

Copies of the monthly Joint Health & Safety Committee meetings and all attachments will be forwarded to the Manager of Human Resources and the President of the Local. Copies of all Form 7's will be given to the Committee. All members of the Joint Health & Safety Committee will be properly trained. Where possible, training will be conducted during working hours.

ON-B6.14 Safety Equipment Deemed Necessary

Where deemed necessary by the Joint Health & Safety Committee after conducting a hazardous risk analysis, safety equipment will be supplied and paid for by the Company, except as amended by the Collective Agreement.

ON-B6.15 Working Alone

The Company and the union shall together develop an action plan, as spelled out in the CCOHS, to address the issues of employees expected to work alone. Depending on the work and equipment they are required to operate determines the risk factor and each case shall be assessed on a case by case individual basis. The preceding shall be done jointly by the Company Health and Safety officer and the Chairperson of the Union Health and Safety Committee.

ON-B6.16 Health & Safety Committee Meetings and Recommendations

Each facility operated by the Company shall have a Joint Health & Safety Committee, further; it is the intent of the company to have twelve (12) monthly meetings. All findings and recommendations of the Joint Health & Safety Committee at each facility shall be binding on the Company.

ON-B6.17 Illegal Substance or Goods

No employee or Owner Operator will be expected to take part in the delivery or pick up of any known illegal substance or goods during the course of their duties. This must be done through corporate security and the proper police authorities.

ON-B6.18 Health & Safety Committee Member Training

All members of the joint health and safety committees will be trained within sixty (60) days of their election or appointment. Training will be conducted during working hours.

ARTICLE ON-B7 - TRAINING

ON-B7.01 Defensive Driving Course Fees and Vehicle Use

- (a) The Company will pay one hundred percent (100%) of course fees for any accredited defensive driving course taken and successfully completed by the Hourly Employee and approved by the Company.
- (b) The Company will allow the use of Company vehicles for license upgrades, if available.

ON-B7.02 Company Requested Defensive Driving Course

The Company may request an Hourly Employee to attend a defensive driving course at the Company's expense.

ON-B7.03 Training Notice and Pay

From time to time, Hourly Employees will be required to participate in (live or on-line) training and/or educational meetings outside their normal work schedule and these hours shall be paid as per the C.B.A.

- (i) If attendance at said meeting would result in the worker being placed into an overtime situation, overtime will be paid at the applicable rate.
- (ii) All work classifications will be guaranteed a minimum of four (4) hours for attending if training is not within or an extension of a regular shift.
- (iii) Two (2) weeks advance notice will be given for all training requests.
- (iv) No reasonable request to accommodate the worker as the result of health reasons, religious beliefs or prior commitments will be denied and the Employer will accommodate with training during regular work hours.

ON-B7.04 Company's Responsibility to Train

The Company will ensure that all Hourly Employees are properly trained as to their full responsibilities and duties.

ON-B7.05 Warehouse Staff Training

All hub warehouse staff and branch warehouse staff are to be trained on proper placement of heavy items, liquids and dangerous goods within a load in a trailer. Compliance with proper loading procedures will be enforced.

ARTICLE ON-B8 - MISCELLANEOUS

ON-B8.01 Layovers

On out-of-town routes requiring a layover period between the hours of 9:00 PM and 6:00 AM and extending beyond three (3) hours excluding the lunch period, the Company will provide suitable lodgings.

ON-B8.02 Daytime Layovers

On out-of-town routes requiring a layover period between the hours of 10:00 AM and 3:00 PM, exceeding three (3) hours excluding the lunch period, the Company will provide suitable accommodation.

During the period of layover, the Hourly Employee is relieved of all responsibilities for the vehicle and cargo and is free to come and go as they desire. The Hourly Employee is in no way regarded to be on duty during such layovers. The vehicle will be parked/secured in a designated secure parking area.

ON-B8.03 Unscheduled Layovers

Hourly Employees scheduled on out-of-town routes requiring a non-scheduled layover due to Acts of God will be paid at their regular rate of pay for each hour of layover outside their scheduled shift.

ON-B8.04 Driver Placement During Suspended Driving Privileges

If a Driver's driving privileges are suspended or rescinded, the Driver will be moved into a non-driving position, but shall not be guaranteed any hours or be allowed to bump.

ON-B8.05 Personal Property

The Company shall not be responsible for the loss, damage, or destruction of personal property while such property is on Company premises, in vehicles or equipment, or in use on Company business.

ON-B8.06 Hiring

The Company will provide each Hourly Employee and owner operator with a copy of the Collective Agreement, Benefit plan and company handbook at the time of hiring.

ON-B8.07 Hourly Employees' Lunchroom

The Company will supply accommodations for an Employee lunchroom equipped with a timed microwave oven, if the number of Hourly Employees so warrant.

ON-B8.08 Union Provided Vending Machines

The Company shall allow the Union to provide soft drink, coffee and similar vending machines, on the Company's premises, subject to the approval of the Company as to location.

ON-B8.09 Lunchroom Maintenance

Maintenance of the lunchroom will be the responsibility of the Company, however, Hourly Employees and owner operators agree to observe common courtesy and manners and rules of cleanliness in the use thereof.

ON-B8.10 Filtered Water

Filtered water and cups must be maintained in all areas

ON-B8.11 Maternity and/or Parental Leave

The Company agrees that an Employee on maternity and/or parental leave will have her/his current position and classification held open for her/him for the maximum time allowed by law either federal or provincial, whichever is greater.

In the event that said position is no longer available, then the Employee shall be able to exercise their bumping rights.

ON-B8.12 Changes to Company Policy

Any changes in company policy that affect any bargaining unit members or the work they do will be submitted to the local president or local chairperson prior to implementation.

ON-B8.13 Notification of Suspended Driving Privileges

All hourly drivers must inform the company when they knowingly learn that their driving privileges are suspended or revoked for any reason. Failure to do so may result in the termination of their employment.

ON-B8.14 Current Loomis Ontario Worksites

London – Loomis
Kitchener – Loomis (Canpar also shares building, separate operations)
Markham – Loomis (Canpar operates routes from building)
Brampton – Loomis (Canpar operates routes from building)
Peterborough – Loomis
Belleville – Loomis
Kingston – Loomis
Hamilton – Loomis has routes only
Concord – Loomis has routes only
Whitby – Loomis has routes only
Ottawa – Loomis has routes only
JCC – Loomis has routes only

ARTICLE ON-B9 – WAREHOUSE EXTRA HOURS

ON-B9.01 Extra Hours Guidelines

Employees are required to remain on shift for scheduled shifts and volunteered for extra work until said work is completed and or released by their supervisor.

The following guidelines shall prevail;

Notwithstanding the provisions of Article B1.08(c), the parties hereto agree to the following with respect to the allocation of work that is outside of scheduled hours.

When extra hours are required, Warehouse Employees will be assigned by seniority within classification. Extra hours will be assigned by voluntary down, mandatory up.

It is agreed that the Company will endeavor to make reasonable accommodations to those Hourly Employees who have other regular employment obligations or regular family obligations that may make them unavailable for extra work.

Such Hourly Employees will be required to advise the Company in writing of these situations and this will make these Hourly Employees ineligible for voluntary extra work. If the situation changes for these Hourly Employees and they wish to be added to the extra work list, they must advise the Company in writing.

ON-B9.02 Extra Hours in the Brampton

Notwithstanding the provisions of Article ON-B1.08 (c), the parties hereto agree to the following with respect to the allocation of work that is outside of the regularly scheduled hours at the Brampton.

All Hourly Employees who wish to be assigned to extra work outside of their regularly scheduled hours will be required to sign the extra work list. When extra work is required, Hourly Employees will be assigned by seniority, within classification from the extra work list to perform the work. In the event there are insufficient Hourly Employees on the extra work list, Hourly Employees will be assigned in reverse order of seniority within classification.

Any Hourly Employees being requested to stay must be given at least one (1) hour's prior notice before shifts end or they cannot be forced to stay.

When extra work is required, the Supervisor will consult with the Union steward to inform them of the number of Hourly Employees required. It is agreed that the Company will endeavor to make reasonable accommodations to those Hourly Employees who have other regular employment obligations or regular family obligations that may make them unavailable for extra work. Such Hourly Employees will be required to advise the Company in writing of these situations and this will make these Hourly Employees ineligible for voluntary extra work. If the situation changes for these Hourly Employees and they wish to be added to the extra work list, they must advise the Company in writing.

ARTICLE ON-B10 - HOURLY PRINTOUTS

ON-B10.01 Record of Hours Worked

At the request of the Employee, Loomis Express (Canada), Ltd. will make available a printout stating the hours worked by an Hourly Employee on the Friday prior to the pay period close.

ARTICLE ON-B11 – HEALTH AND SAFETY STATEMENT

ON-B11.01 Safe Handling

Any P&D Hourly employee or Owner Operator who reasonably believes they are unable to safely handle any specific piece should bring this to the attention of their lead hand, supervisor, or manager.

The lead hand, supervisor, or manager will then arrange assistance on having the piece loaded onto their vehicle and also attempt to arrange for assistance at the point of delivery.

ARTICLE ON-B12 - WAGES

ON-B12.01 Graduated Rate Schedule

The parties agree for all new hires and all classifications to use a graduated rate schedule based on the top rate of each class each year.

ON-B12.02 Shift Premium

Shift Premium \$0.90 12 Midnight to 3:59 AM

Any Hourly Employee who works a regularly scheduled shift which includes any hours between midnight and 3:59 am will receive the shift premium for the entire shift. Any Hourly Employee whose shift will normally end before midnight or begin after 3:59 AM but is extended into those hours will receive the shift premium only for the hours worked between midnight and 3:59 AM. The premium will not attract overtime.

ON-B12.03 D License Drivers Assigned to Non-D Vehicle

Any Hourly Employee hired as a “D” Driver, who is temporarily assigned by the Company to drive a vehicle which does not require a “D” license qualification, will remain at the “D” license rates.

ON-B12.04 Lead Hand Rate for DG and C.O.S. Handling

Any person handling and processing dangerous goods and/or C.O.S. shipments on a regular basis will be paid Lead Hand rate for the time spent handling such goods.

ON-B12.05 Shortage in Pay

All pay shortages in excess of seventy-five dollars (\$75.00) gross will be paid within two (2) working days of the Company being notified.

ON-B12.06 Pay Schedule and Pay Stubs

All Hourly Employees will be paid bi-weekly by direct deposit. The pay stubs will be distributed at shift's end on Thursday.

ON-B12.07 Same Rate of Pay

Full-time and part-time Hourly Employees will be paid at the same rate of pay for their existing classifications.

ON-B12.08 Temporarily Assigned to Higher Rated Position

Any Hourly Employee temporarily assigned to a higher rated position for a minimum of three (3) hours or fifty percent (50%) of the scheduled shift, whichever is less, shall receive the higher rate of pay for their entire shift. Any Hourly Employee temporarily assigned to a lower rated position shall not have their rate of pay reduced.

ON-B12.09 New Category of Employment and Rates

Where there are new categories of employment for which rates of pay are not established by this Agreement are put into use or effect, rates governing such categories of employment shall be subject to negotiations between the parties. The rate established shall be retroactive to the date of implementation. Should the parties not be able to reach an agreement, it is understood that the parties will defer the decision to an Arbitrator, in accordance with Article 4.

ON-B12.10 No Loss of Pay During Negotiations

The Company agrees that the Hourly Employees who would have normally been working during contract negotiations shall suffer no loss in pay while involved in negotiations.

ON-B12.11 Request for Employment Confirmation Letter

When employees request a letter of wage earnings and/or employment verification for loans, mortgages etc., the company will furnish said letter to the employee within three (3) business days.

ON-B12.12 Rate Chart

All employees who were hired before the date of ratification are on an eighteen (18) month rate chart as per the previous CBA.

RATE CHARTS

April 1 2017	0 to 12 Months	13 to 24 Months	25 to 36 Months	37 to 48 Months	49 to 60 Months	Top rate
Clerical Customer Service and Data Entry	\$13.82	\$14.71	\$15.60	\$16.48	\$17.37	\$18.26
Lead Hand Customer Service/Data Entry	\$15.53	\$16.53	\$17.53	\$18.53	\$19.54	\$20.54
Bilingual Clerical Customer Service	\$16.39	\$17.45	\$18.51	\$19.57	\$20.63	\$21.70
Lead Hand Bilingual Clerical Customer Service	\$18.10	\$19.27	\$20.44	\$21.61	\$22.79	\$23.96
Clerical Collections	\$15.16	\$16.14	\$17.11	\$18.08	\$19.06	\$20.04
Lead Hand Clerical Collections	\$17.01	\$18.12	\$19.22	\$20.32	\$21.42	\$22.52
Bilingual Clerical Collections	\$17.73	\$18.88	\$20.02	\$21.18	\$22.32	\$23.47
Lead Hand Bilingual Clerical Collections	\$19.58	\$20.86	\$22.13	\$23.40	\$24.69	\$25.95
Customer Counter Specialist	\$14.77	\$15.76	\$16.74	\$17.73	\$18.72	\$19.70
Warehouse	\$15.66	\$16.71	\$17.75	\$18.79	\$19.84	\$20.88
Warehouse Sorter/Induction	\$17.07	\$18.21	\$19.35	\$20.48	\$21.62	\$22.76
Lead Hand Warehouse	\$17.75	\$18.93	\$20.11	\$21.30	\$22.48	\$23.66
Undeliverables	\$15.66	\$16.71	\$17.75	\$18.79	\$19.84	\$20.88
Walker	\$18.53	\$19.77	\$21.01	\$22.25	\$23.48	\$24.71
Driver (G)	\$18.53	\$19.77	\$21.01	\$22.25	\$23.48	\$24.71
Driver (D/DZ)	\$19.28	\$20.56	\$21.85	\$23.13	\$24.42	\$25.70
Driver (A/AZ)	\$19.55	\$20.86	\$22.16	\$23.47	\$24.78	\$26.07
Lead Hand Driver, Walker	\$19.58	\$20.89	\$22.20	\$23.50	\$24.81	\$26.11
Relief Driver	\$19.58	\$20.89	\$22.20	\$23.50	\$24.81	\$26.11
Unit Chairperson						\$29.66

April 1 2018	0 to 12 Months	13 to 24 Months	25 to 36 Months	37 to 48 Months	49 to 60 Months	Top rate
Clerical Customer Service and Data Entry	\$14.23	\$15.15	\$16.07	\$16.97	\$17.89	\$18.81
Lead Hand Customer Service/Data Entry	\$16.00	\$17.03	\$18.06	\$19.09	\$20.13	\$21.16
Bilingual Clerical Customer Service	\$16.88	\$17.97	\$19.07	\$20.16	\$21.25	\$22.35
Lead Hand Bilingual Clerical Customer Service	\$18.64	\$19.85	\$21.05	\$22.26	\$23.47	\$24.68
Clerical Collections	\$15.61	\$16.62	\$17.62	\$18.62	\$19.63	\$20.64
Lead Hand Clerical Collections	\$17.52	\$18.66	\$19.80	\$20.93	\$22.06	\$23.20
Bilingual Clerical Collections	\$18.26	\$19.45	\$20.62	\$21.82	\$22.99	\$24.17
Lead Hand Bilingual Clerical Collections	\$20.17	\$21.49	\$22.79	\$24.10	\$25.41	\$26.73
Customer Counter Specialist	\$15.21	\$16.23	\$17.24	\$18.26	\$19.28	\$20.29
Warehouse	\$16.13	\$17.21	\$18.28	\$19.35	\$20.44	\$21.51
Warehouse Sorter/Induction	\$17.58	\$18.76	\$19.93	\$21.09	\$22.27	\$23.44
Lead Hand Warehouse	\$18.28	\$19.50	\$20.71	\$21.94	\$23.15	\$24.37
Undeliverables	\$16.13	\$17.21	\$18.28	\$19.35	\$20.44	\$21.51
Walker	\$19.09	\$20.36	\$21.64	\$22.92	\$24.18	\$25.45
Driver (G)	\$19.09	\$20.36	\$21.64	\$22.92	\$24.18	\$25.45
Driver (D/DZ)	\$19.86	\$21.18	\$22.51	\$23.82	\$25.15	\$26.47
Driver (A/AZ)	\$20.14	\$21.49	\$22.82	\$24.17	\$25.52	\$26.85
Lead Hand Driver, Walker	\$20.17	\$21.52	\$22.87	\$24.21	\$25.55	\$26.89
Relief Driver	\$20.17	\$21.52	\$22.87	\$24.21	\$25.55	\$26.89
Unit Chairperson						\$30.55

April 1 2019	0 to 12 Months	13 to 24 Months	25 to 36 Months	37 to 48 Months	49 to 60 Months	Top rate
Clerical Customer Service and Data Entry	\$14.59	\$15.53	\$16.47	\$17.39	\$18.34	\$19.28
Lead Hand Customer Service/Data Entry	\$16.40	\$17.46	\$18.51	\$19.57	\$20.63	\$21.69
Bilingual Clerical Customer Service	\$17.30	\$18.42	\$19.55	\$20.66	\$21.78	\$22.91
Lead Hand Bilingual Clerical Customer Service	\$19.11	\$20.35	\$21.58	\$22.82	\$24.06	\$25.30
Clerical Collections	\$16.00	\$17.04	\$18.06	\$19.09	\$20.12	\$21.16
Lead Hand Clerical Collections	\$17.96	\$19.13	\$20.30	\$21.45	\$22.61	\$23.78
Bilingual Clerical Collections	\$18.72	\$19.94	\$21.14	\$22.37	\$23.56	\$24.77
Lead Hand Bilingual Clerical Collections	\$20.67	\$22.03	\$23.36	\$24.70	\$26.05	\$27.40
Customer Counter Specialist	\$15.59	\$16.64	\$17.67	\$18.72	\$19.76	\$20.80
Warehouse	\$16.53	\$17.64	\$18.74	\$19.83	\$20.95	\$22.05
Warehouse Sorter/Induction	\$18.02	\$19.23	\$20.43	\$21.62	\$22.83	\$24.03
Lead Hand Warehouse	\$18.74	\$19.99	\$21.23	\$22.49	\$23.73	\$24.98
Undeliverables	\$16.53	\$17.64	\$18.74	\$19.83	\$20.95	\$22.05
Walker	\$19.57	\$20.87	\$22.18	\$23.49	\$24.78	\$26.10
Driver (G)	\$19.57	\$20.87	\$22.18	\$23.49	\$24.78	\$26.10
Driver (D/DZ)	\$20.36	\$21.71	\$23.07	\$24.42	\$25.78	\$27.13
Driver (A/AZ)	\$20.64	\$22.03	\$23.39	\$24.77	\$26.16	\$27.52
Lead Hand Driver, Walker	\$20.67	\$22.06	\$23.44	\$24.82	\$26.19	\$27.56
Relief Driver	\$20.67	\$22.06	\$23.44	\$24.82	\$26.19	\$27.56
Unit Chairperson						\$31.31

April 1 2020	0 to 12 Months	13 to 24 Months	25 to 36 Months	37 to 48 Months	49 to 60 Months	Top rate
Clerical Customer Service and Data Entry	\$14.95	\$15.92	\$16.88	\$17.82	\$18.80	\$19.76
Lead Hand Customer Service/Data Entry	\$16.81	\$17.90	\$18.97	\$20.06	\$21.15	\$22.23
Bilingual Clerical Customer Service	\$17.73	\$18.88	\$20.04	\$21.18	\$22.32	\$23.48
Lead Hand Bilingual Clerical Customer Service	\$19.59	\$20.86	\$22.12	\$23.39	\$24.66	\$25.93
Clerical Collections	\$16.40	\$17.47	\$18.51	\$19.57	\$20.62	\$21.69
Lead Hand Clerical Collections	\$18.41	\$19.61	\$20.81	\$21.99	\$23.18	\$24.37
Bilingual Clerical Collections	\$19.19	\$20.44	\$21.67	\$22.93	\$24.15	\$25.39
Lead Hand Bilingual Clerical Collections	\$21.19	\$22.58	\$23.94	\$25.32	\$26.70	\$28.08
Customer Counter Specialist	\$15.98	\$17.06	\$18.11	\$19.19	\$20.25	\$21.32
Warehouse	\$16.94	\$18.08	\$19.21	\$20.33	\$21.47	\$22.60
Warehouse Sorter/Induction	\$18.47	\$19.71	\$20.94	\$22.16	\$23.40	\$24.63
Lead Hand Warehouse	\$19.21	\$20.49	\$21.76	\$23.05	\$24.32	\$25.60
Undeliverables	\$16.94	\$18.08	\$19.21	\$20.33	\$21.47	\$22.60
Walker	\$20.06	\$21.39	\$22.73	\$24.08	\$25.41	\$26.74
Driver (G)	\$20.06	\$21.39	\$22.73	\$24.08	\$25.41	\$26.74
Driver (D/DZ)	\$20.87	\$22.25	\$23.65	\$25.03	\$26.42	\$27.81
Driver (A/AZ)	\$21.16	\$22.58	\$23.97	\$25.39	\$26.81	\$28.21
Lead Hand Driver, Walker	\$21.19	\$22.61	\$24.03	\$25.44	\$26.84	\$28.25
Relief Driver	\$21.19	\$22.61	\$24.03	\$25.44	\$26.84	\$28.25
Unit Chairperson						\$32.09

LETTER OF UNDERSTANDING ON-B1***BETWEEN***

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ONTARIO
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
(LOCAL 4457)
(HEREINAFTER REFERRED TO AS THE "UNION")**

RE: COLLECTIONS DEPARTMENT

Effective immediately the Company and the Union agree to the creation of minimum experience standards that will be used to determine an individual's initial eligibility for job transfers within the department.

Individuals within the department will be divided into 3 sub categories for classification purposes.

1. Inbound Collections
2. Adjuster Collections
3. Outbound Collections

Furthermore the following experience is required:

Position	No Previous Collecting Experience	>1 Year of Previous Collecting Experience
Inbound Collections	A minimum of one (1) year Loomis customer service experience. Or able to meet CS entry requirements plus one (1) year Loomis service.	A minimum of one (1) year Loomis customer service experience. Or able to meet CS entry requirements plus one (1) year Loomis service.
Adjuster Collections	A minimum of one (1) year of Loomis collections department experience.	A minimum of one (1) year of Loomis collections department experience.
Outbound Collections	A minimum of two (2) years of Loomis Adjuster Collections experience.	A minimum of one (1) year of Loomis Adjuster Collections experience.

The rate of pay will not change. It is only the classification's minimum qualifications that are being firmly established.

LETTER OF UNDERSTANDING ON-B2

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ONTARIO
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
(LOCAL 4457)
(HEREINAFTER REFERRED TO AS THE "UNION")**

GUIDE TO DRESS CODE FOR NON UNIFORM CLERICAL STAFF

The objective in establishing a dress code is to allow our employees to work comfortably in the workplace. This is a general overview of appropriate casual attire. Items that are not appropriate for the office are listed. This list indicates what generally acceptable & non acceptable attire is. All employees must exert a certain amount of judgment in their choice of clothing worn to work. Staff is not expected to be able to afford the same clothing as a corporate CEO. However, do invest in quality that looks appropriate during your first two & three years on the job for business casual environment or occasions.

Not all casual clothing is suitable for the office. These guidelines will help you determine what is appropriate to wear to work. Clothing that works well for the beach, yard work, dance clubs, exercise sessions, and sports contests may not be appropriate for a professional appearance at work.

Clothing that reveals too much cleavage, your back, your chest, your feet, your stomach or your underwear is not appropriate for a place of business.

Even in a business casual work environment, clothing should be pressed and never wrinkled. Torn, dirty, or frayed clothing is unacceptable. All seams must be finished. Any clothing that has words, terms, or pictures that may be offensive to other employees is unacceptable. Clothing that has the company logo is encouraged. Sports team, university, and fashion brand names on clothing are generally acceptable.

Guide to Business Casual Dressing for Work

No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing to wear to work.

Slacks, Pants and Suit Pants

Slacks that are similar to Dockers and other makers of cotton or synthetic material pants, wool pants, flannel pants, dressy capris, dressy jeans, walking shorts and nice looking dress synthetic pants are acceptable. Inappropriate slacks or pants include sweatpants, exercise pants, Bermuda shorts, short shorts, shorts, bib overalls, leggings, and any spandex or other form-fitting pants such as people wear for biking.

Skirts, Dresses, and Skirted Suits

Casual dresses and skirts, and skirts that are split at or below the knee are acceptable. Dress and skirt length should be at a length at which you can sit comfortably in public. Short tight skirts that ride halfway up the thigh are inappropriate for work. Mini-skirts, Skorts, sun dresses, beach dresses, and spaghetti-strap dresses are inappropriate for the office.

Shirts, Tops, Blouses and Jackets

Casual shirts, dress shirts, sweaters, tops, golf-type shirts, and turtlenecks are acceptable attire for work. Most suit jackets or sport jackets are also acceptable attire for the office, if they violate none of the listed guidelines. Inappropriate attire for work includes tank tops; midriff tops; shirts with potentially offensive words, terms, halter-tops; sweatshirts, and under-shirts unless worn under another blouse, shirt, jacket, or dress.

Shoes and Footwear

Conservative athletic or walking shoes, loafers, clogs, sneakers, boots, flats, dress heels, and leather deck-type shoes are acceptable for work. Wearing no stockings is acceptable in warm weather. Flashy athletic shoes, thongs, flip-flops, slippers, are not acceptable in the office.

Hats and Head Covering

Hats are not appropriate in the office. Head Covers that are required for religious purposes or to honor cultural tradition are allowed.

Conclusion

If clothing fails to meet these standards, as determined by the employee's supervisor and Human Resources staff, the employee will be asked not to wear the inappropriate item to work again. If the problem persists, the employee may be sent home to change clothes.

LETTER OF UNDERSTANDING ON-B3

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ONTARIO
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
(LOCAL 4457)
(HEREINAFTER REFERRED TO AS THE "UNION")**

DATA ENTRY

Due to technological change in Data Entry, the bargaining unit members who will be displaced will be given the first opportunity to be placed in other clerical positions.

The displaced individuals will have to pass the customer service typing and geography test and will be interviewed for English comprehension with a steward or the local Chairperson present, unless the employee does not want the union present and confirms so in writing.

The individual will be given three (3) months on the job training to attain suitable standards on the job.

LETTER OF UNDERSTANDING ON-B4

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ONTARIO
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
(LOCAL 4457)
(HEREINAFTER REFERRED TO AS THE "UNION")**

FAMILY DAY IN THE PROVINCE OF ONTARIO

The Company and the Union agree that all Owner Operators and Hourly employees in the Province of Ontario recognize that Loomis Express will continue to operate as normal in Ontario on the newly proclaimed Family Day holiday.

In lieu of the Ontario Family Day the Company and the Union agree to one (1) additional float day to be given to all hourly employees for the year 2008 to be used or paid out as per the CBA in 2008

Owner Operator Bi-Weekly guarantee language shall not be applicable for Family Day in 2008; rather, Owner Operators shall receive pay based on a daily guarantee.
Those on a Bi-Weekly formula shall use nine (9) days to calculate their pay for this period.

Employees entitled to statutory holidays will be entitled to this particular day.

LETTER OF UNDERSTANDING ON-B5

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ONTARIO
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
(LOCAL 4457)
(HEREINAFTER REFERRED TO AS THE "UNION")**

EMPLOYEE ATTENDANCE POLICY

The following will represent the Loomis Attendance Policy regarding ABSENTEEISM in Ontario:

An instance of ABSENCE will be recorded when an employee fails to report for work, leaves early from his/her assigned shift or is tardy for an assigned or volunteered for shift.

Any employee wishing to leave early, if available, must sign in with the on- duty supervisor. The employee must sign the sheet which will be maintained with the on duty supervisor. The on-duty supervisor will then, if available, allow the employee(s) to leave in order of seniority. Preference will be given to the individuals who have signed the list during the first two hours of their shift.

In the event that a supervisor has agreed to an early departure of an employee prior to the completion of his/her shift, an instance will not be recorded providing the supervisor has noted and signed as such. The supervisor has the sole discretion to authorize this on an individual basis depending on their assessment of the daily work load requirements, and the company's right under the collective agreement to manage the business.

Any documentation which may justify your absence must be submitted to the company on your first day of work following the absence. (this is not applicable for the first three instances)

1. The company will allow all employees three (3) separate instances of absence within twelve (12) months without disciplinary action. The twelve months will be extended backwards from the latest absence to the day following the anniversary date in the previous year. An "Instance of Absence" will be inclusive of individual days running successively.
2. The Company is to be given notice of a day of absence (at least two hours (120 minutes), prior to the employee's assigned start time. The employee is to contact the individual as decided by department and or facility posted on bulletin boards. The Company shall post and maintain a current list of authorized persons to receive the notice.

All calls must be placed to one of the authorized persons. In the event that you cannot get a hold of an authorized person, a voice mail message will be accepted. All voice

mail messages are dated and timed automatically in the phone system when a voice message is left.

3. The employee may be questioned as to the reason for the absence at the time they have given advance notice.

An instance of absence, without prior notice as outlined above interferes with the Company's operation and shall for this reason be considered as two separate instances of absence. Failure to call will also result in two separate instances of absence as well.

4. The progressive rate of disciplinary action for persistent absenteeism exceeding 3 separate instances in a consecutive twelve month period is to be as follows:
- Upon the fourth instance of absence the company will place a written verbal record of warning in the employee's file.
 - Upon the fifth instance of absence the company will place a written record of warning in the employee's file.
 - Upon the sixth instance of absence the company will issue a one day suspension without pay.
 - Upon the seventh instance of absence the company will issue a three day suspension.
 - Upon the eighth instance of absence the company will issue a five day suspension.
 - Upon the ninth instance of absence the company will issue a thirty day suspension.
 - Upon the tenth instance of absence the company will terminate the employee employer relationship.

In the event an employee does not receive an instance in any 6-month period the last obtained instance shall be removed from their file.

Doctor's notes will only be acceptable if the employee has seen a doctor within 3 business days (Mon.-Fri.) of the beginning of the absence.

Anyone sent home for unsafe work practices during the course of their shift (i.e. failure to bring or wear their safety boots) will be assessed an instance of absence for that shift.

5. When an employee reports to work late, the company will manage such occurrences in the following manner:

An employee who reports to work more than 1 hour (60 minutes) but less than 2 hours (120 minutes) after their assigned start time will only be allowed to start at the discretion of the company. Should the company decide that the employee will not be allowed to start, the employee will be sent home and the instance will be recorded as an absence.

The definition of tardiness which constitutes an absence will be understood as an employee that is not at their assigned work station for their scheduled start time. The Company commits to train all employees on this Attendance Policy prior to implementation and this policy shall be posted along with the appropriate contact telephone numbers in all work locations.

APPENDIX "C"

The following Articles are to apply to Ontario Western and Regional Linehaul Owner Operators only.

ARTICLE ON-C1 – WESTERN & REGIONAL LINEHAUL**ON-C1.01 Schedules**

1. The Company will provide the Western Linehaul Owner Operators the scheduled arrival times for their destination.
2. The Company will supply log books.
3. Wages will be paid via bi-weekly direct deposit.
4. The premium for each pickup and each drop for the Western Linehaul will be

April 1, 2017	\$57.51
April 1, 2018	\$59.24
April 1, 2019	\$60.73
April 1, 2020	\$62.25

5. The premium for pulls and/or shunts for the Western Linehaul will be

April 1, 2017	\$47.06
April 1, 2018	\$48.48
April 1, 2019	\$49.70
April 1, 2020	\$52.20

6. Inspections are performed every month on short haul trailers and every trip for long haul trailers. Each time a mechanic inspects a trailer, a signature and date are to be completed on the sticker located at the nose of every trailer. In British Columbia, Manitoba, and Ontario the trailers are inspected by the Government; an additional sticker is provided indicating when the next Government inspection is due. In Alberta and Saskatchewan, Government inspections are completed every year. If Government inspections or stickers are not being completed at any destination then the Driver shall bring it to the Linehaul Manager's attention to ensure this is dealt with, however this should not prevent the load from departing. The Company follows all legal requirements for maintenance and completes preventative maintenance inspections to maintain our service level.
7. The Company will provide sixty (60) days notice of termination for lack of business for Western Linehaul.
8. The following language will appear on the Bill of Lading: "Dangerous Goods on board have been checked and meet the requirements as per the TDG Act and Regulations." If this article is not adhered to by the company, the company will be responsible for all fines regarding dangerous goods on the trip as it relates to the bill of lading.

9. All round trips and any additional new and/or dedicated runs in the Province of Ontario must be Union Members of the bargaining unit.
10. Any Co-Driver mandated to be with an Owner Operator will be considered a Member of the bargaining unit for the purposes of joining the group benefit plan. Said premiums to be paid by the route Owner Operator.
11. All regional and out-of-province Linehaul round trip runs must be done by Owner Operators or Hourly Employees only, (except Winnipeg).
12. All Western Linehaul Drivers shall be paid one hundred and two dollars (\$102.00) (105.06 April 1, 2018, \$107.69 April 1, 2019, \$110.39 April 1, 2020) for unscheduled and un-posted layovers over eight (8) hours. Acts of God or mechanical breakdowns are excluded from this Article.
13. No Owner Operator is to seal or unseal any trailer, except at a dark terminal.
14. No trailer is to be pulled without load bars in place and/or load unsecured as of January 1st, 2006 as per legislation.
15. Any out-of-province run coming into Ontario must not infringe upon any existing runs in the Province of Ontario. Any new runs created will be done on a 50/50 basis.
16. Any unscheduled or not posted layovers of eight (8) hours or more must be provided suitable accommodations.
17. Owner Operators shall have their vehicles unloaded by warehouse personnel.
18. Extra work (i.e....loading or unloading trailers) to be paid at prevailing Hourly Driver rate and classification, if requested by a Supervisor or Manager.
19. The premium for pickups and drops for the Regional Linehaul will be;

April 1, 2017	\$50.67
April 1, 2018	\$52.19
April 1, 2019	\$53.50
April 1, 2020	\$54.84

20. The premium for pulls and/or shunts for the Regional Linehaul will be;

April 1, 2017	\$36.58
April 1, 2018	\$37.68
April 1, 2019	\$38.63
April 1, 2020	\$39.60

21. The premium for Regional Linehaul will be;

April 1, 2017	\$16.89
April 1, 2018	\$17.40
April 1, 2019	\$17.84
April 1, 2020	\$18.29

21. IRP plates and those having company vehicle insurance shall be paid for by the company with the costs then being deducted from the Owner Operators pay on a bi-weekly basis over twelve (12) months.

22. All regional and P&D Linehaul owner operators will be compensated \$10.20 per trailer (\$10.51 April 1, 2018, \$10.78 April 1, 2019, \$11.05 April 1, 2020) for all trailers they have to clean when commencing their route or taking empties to customers if and when requested to do so by management.

ARTICLE ON-C2 – INSURANCE CAPS WESTERN LINEHAUL

ON-C2.01 Insurance

The parties' signatory hereto, agrees to the following with respect to insurance coverage for Western Linehaul Owner Operators.

1. The parties agree that the Company will secure insurance coverage for all Owner Operators.
2. Each Owner Operator will be required to pay up to an amount equal to the premiums paid for coverage in 2002. The Company will absorb any additional cost associated with securing coverage. Each Owner/Operator will be required to provide proof of amount paid in 2002.
3. This letter will remain in effect until such time as the parties secure coverage under a fleet arrangement whereby insurance costs would not result in increased costs to the Owner Operators over what they had paid in 2002.

Note: Article C2 only applies to Western Linehaul owner operators with a business agreement as of November 1st, 2008

ARTICLE C3 - FUEL ESCALATION FOR HEAVY EQUIPMENT AND ALL LINEHAUL OWNER OPERATORS

ON-C3.01 Fuel

Linehaul Tractor Mileage	A fuel escalation of .75%* for every 1 cent
Linehaul Tractor Hourly	Increase per Litre in fuel over .50 cents

*During the winter months of October 1st through to April 1st the escalation will increase to .80% over .50 cents per litre for every 1 cent increase.

The above fuel clause is based on the Owner Operators providing receipt copies, and the Owner Operator will be dealt with individually based on where each individual's fuel is bought (gross cost including GST.)

SCHEDULE "A" - FEES

Name: _____

The Owner Operator shall be paid for the performance of services during the term, subject to early termination as per the Business Agreement, as follows:

LINEHAUL FORMULA

1. The Owner Operator shall receive remuneration as outlined below

Origin	Destination	Scheduled Departure	Scheduled Arrival	Mileage One Way	Rate Per Mile	Pin Switches	Stop
1.0							
1.1							
1.2							
1.3							
1.4							
1.5							
1.6							
1.7							
1.8							
1.9							
1.10							
1.11							
1.12							
1.13							
1.14							
1.15							

2. The Owner Operator shall receive additional remuneration at a rate of:

- 2.1 Pin Switches \$ _____ per switch.
 2.2 Pick Up & Delivery Stops en Route \$ _____ per stop.
 2.3 Specials \$ _____ per special.
 2.4 Yard Shunting \$ _____ per shunt.

3. Loomis Express (Canada), Ltd. will be entitled to deduct the following expenses from the Owner Operator each invoice period.

DEDUCTIONS

- 3.1 Gross Total \$ _____
 3.2 Plus Fuel Tax Credit
 3.3 Plus Permit Credit
 3.4 Less Fuel Tax Owing
 3.5 Less any Debt Repayments
 3.6 Sub Total \$ _____
 3.7 Union Dues
 3.8 NET TOTAL PAYABLE \$ _____

Fuel Costs Must Have Onion Slips.

The Company will pay the full cost of road tolls where no reasonable alternate route is available.

W.S.I.B. premiums to be paid by the Company for Western Linehaul teams and replacements unless otherwise specified.

ARTICLE C4 WESTERN INTER-PROVINCIAL LINEHAUL ROUTES

ON-C4.01 Breakdowns While on Route

The Owner Operator shall reimburse the Company for any additional costs at competitive market rates which the Company may incur in relation to any round trip.

When Linehaul Owner operators breakdown on route, the company will assist in finding a rental truck if needed, and if necessary will move the load to make service at no cost to the Owner Operator. The owner Operator will make arrangements for repairs to their vehicle and the company will only pay the owner Operator up to the point of breakdown. The owner operator must provide the company with proof of proper maintenance to their vehicle if requested.

ON-C4.02 Operating Road Trains

Linehaul Owner Operators who operate with trains will be paid an additional eleven cents (\$0.11) (\$0.12 April 1, 2018, \$0.13 April 1, 2019, \$0.14 April 1, 2020) per mile. The train rate is paid for the duration of the trip.

ON-C4.03 Helpers and Driving Time

Each Owner Operator will have one or more helpers, but will drive his own tractor at least fifty percent (50%) of the time.

ON-C4.04 Owner Operator Arrival Time

Owner Operators and helpers must arrive at their departure terminal at least thirty (30) minutes before the scheduled departure time. The Owner Operator must notify the receiving branch of any delay or potential delay.

ON-C4.05 Driving Requirement

Western Linehaul requiring trips into mountain regions to have minimum five (5) years full time highway experience and be verifiable.

COLLECTIVE AGREEMENT

BETWEEN



LOOMIS EXPRESS A DIVISION OF TRANSFORCE

(HEREINAFTER REFERRED TO AS "THE COMPANY")

AND



UNIFOR

UNION OF CANADA (UNIFOR CANADA)

LOCAL 4005 NEW BRUNSWICK

(HEREINAFTER REFERRED TO AS "THE UNION")

THIS AGREEMENT entered into this _____ day of _____, _____

LOOMIS EXPRESS LTD COLLECTIVE AGREEMENT (NEW BRUNSWICK APPENDIX)

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The parties agree that any headers added in the 2017 round of bargaining to the National Agreement or to any Provincial Appendix cannot be used to change or modify the intent of any existing article or language; such headers have been added solely for the purposes of readability and organization.

APPENDIX – NB

ARTICLE NB-1 - UNION RECOGNITION

NB-1.01 Union Activities on Site

(a) Union Activities During Working Hours

The Union agrees that there will be no Union activities carried out during working hours, except those necessary in connection with the administration of this Agreement. Accredited Representatives of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Company's working schedule.

(b) Union use of Lunchrooms

The Company will allow the use of the lunchroom to conduct Union business, provided it does not disrupt the normal business operation and that such time is to be scheduled and kept to a minimum.

(c) Union Steward or Representative Rights During Working Hours

In a situation which requires a Union Representative's attention during working hours, he/she shall not leave his/her regular duties without first obtaining permission to do so from his/her immediate Supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum, and that permission will not be unreasonably withheld. The Union Representative shall return to their regular duties as expeditiously as possible. The Employer reserves the right to limit such time, if the time requested is unreasonable.

NB-1.02 Union Bulletin Board

The Company agrees to provide a locked, glass enclosed bulletin board at each of its terminals for use by the Union for posting matters relating to Union meetings and other Union business, provided they are authorized and the documents are signed by an Officer of the Union. The said bulletin board shall not be located in any place where the general public has access.

NB-1.03 Lists of New Employees and Owner Operators

The Company shall furnish to the Union a list of all new Hourly Employees taken into employment, and Owner Operators contracted to the Company. The Union will supply the Company with deduction authorization forms and membership applications which shall be signed by all new Hourly Employees on the date of hire, or date of contract in the case of Owner Operators. It will be the responsibility of

the Company to ensure that all forms and membership fees are forwarded to the Union Treasurer within fifteen (15) business days from the date of completion. The Company shall inform, at the time of hiring, the Hourly Employee as to his/her status regarding whether they are a full-time or part-time Hourly Employee.

NB-1.04 Company Request for Unit Chair or Representation to Travel

The Company may request that a Union representative, including the Local Unit Chairperson, be sent to another branch for consultation. Such representative will be paid at the regular rate of pay for travelling time as well as for hours of consultation, up to a maximum of normal shift hours for an Hourly Employee or Owner Operator. The Company will assume all necessary expenses within Company policies, such policies in place as of March 2009 will be considered the minimum payable.

NB-1.05 No Separate Agreements

The Company agrees not to enter into any Agreement or contract with the Hourly Employees or Owner Operators individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement will be null and void.

NB-1.06 Owner Operator Deemed to be Employee

A Dependent Contractor (Owner Operator) is deemed to be an "Employee" of the Company as defined by the Labour Code of Canada, Part I. Rules and guidelines and applicable Articles are located in Appendix "A" of this Agreement.

NB-1.07 No Use of Personal Vehicle

No member of the Union shall use their personal vehicle to conduct any company business (excluding Owner Operators' regular Loomis Express work vehicle, rentals, or other temporary route replacement vehicles).

NB-1.08 Responsibility to Update Personal Information

It shall be the responsibility of every Owner Operator and Hourly Employee to keep the Company and the Union informed of any and all changes of address or telephone numbers. Such information will be supplied in writing within three (3) working days of such change.

NB-1.09 Company Provided Information and Lists

The Company shall provide to the local Union office an updated list of all Hourly Employees and Owner Operators name, current address, email, and phone number, electronically on a quarterly basis.

NB-1.10 Quarterly Labour Management Meetings

The parties commit to address mutual concerns and issues with semi-annual labour-management meetings in Moncton.

NB-1.11 No Obligation to Purchase Vehicle

The Company shall not require, as a condition of continued Hourly employment, that an Employee purchase a truck, tractor and/or trailer or other vehicular equipment, or that an Hourly Employee purchase or assume any proprietary interest or other obligation in the Company business.

NB-1.12 No Contracting Out

Warehouse staff will prepare the loads and unloads of all freight. No contractor shall perform warehouse work at Loomis facilities unless otherwise specified.

NB-1.13 Use of Casual Employees

The Company will create a casual pool of employees and will hire to fill warehouse vacancies but will however, continue to use temporary agency personnel in emergency situations.

NB-1.14 Union Business Leave

The Company shall grant a leave of absence to attend essential Union business: without pay for any Hourly Employee, or Owner Operator. The Union will give a minimum of fifteen (15) days' notice of such request. It is understood that a maximum of three (3) Union members will be allowed off at one time. It is agreed that in the event of an emergency occurring, the Executive and Stewards of the Local will be granted leave of absence upon request.

NB-1.15 No Evasion of Agreement

The Company agrees it will not use any leasing equipment/driver for the purpose of evading this Agreement.

NB-1.16 Collective Agreement Printing and Distribution

The Company shall pay for all costs associated to print and distribute a new agreement to the membership. The Company shall ensure that all Employees and Owner Operators are provided with a copy of the agreement as soon as they are printed, or, upon hire. The local Union shall receive an additional allotment, and then as many as necessary upon request subject to availability. Should there not be any agreements left to be available to distribute then the Company will reprint the agreements so as to be able to distribute the requested copies. In the last six (6) months of the agreement reprints will be 8.5 x 11 copies.

ARTICLE NB-2 - WORK CONDITIONS**NB-2.01 Clean and Sanitary Washrooms**

The Company agrees to maintain at its terminal clean and sanitary washrooms, having hot and cold running water with toilet facilities available to all Union Members.

NB-2.02 Union Provided Vending Machines

Lunchrooms -The Company shall allow the Union to provide soft drink, coffee and similar vending machines, on the Company's premises, subject to approval of the Company as to location.

NB-2.03 Clean Lunchrooms

Where lunchrooms are provided for use by all employees, the Company shall ensure the area is clean and properly ventilated. Maintenance of these areas will be the responsibility of the Company; however, all employees agree to observe common courtesy, manners and rules of cleanliness in the use thereof.

NB-2.04 Emergency Showers

Where necessary to comply with Transportation of Dangerous Goods Regulations, the Company will have showers at those Branches.

NB-2.05 No Responsibility for Property

The Company shall not be responsible for the loss, damage or destruction of Employee's personal property while such property is on the Company's premises, in vehicles or equipment, or in use on Company business.

NB-2.06 One Route and One Vehicle Restrictions

No Owner Operator shall have more than one (1) route or vehicle at any time in employ of the company.

The parties agree to grandfather Ron Arsenault from application of the one vehicle / one route rule. This Owner Operator cannot expand beyond his current situations and must pay double dues to the Union while operating the second vehicle or route. Once this Owner Operator gives up or loses his second route then they shall be reduced permanently to having to abide by the one vehicle / one route rule. This Owner Operator may only use his seniority for application to the main route or vehicle that he works or operates.

NB-2.07 No Absentee Owner Operators Permitted

No Owner Operator shall be an absentee Owner Operator and work elsewhere during regular working hours. Owner Operators are bound and regulated by the vacation and leave of absence provisions of this agreement.

NB-2.08 Owner Operator Vacation Coverage

The Company agrees to continue the current process of using hourly employee's to cover Owner Operator runs when Owner Operators are away for vacation when the hourly employees are available. The Owner Operator will receive no revenue for the route when the Company uses an hourly employee and a Company or rental vehicle.

When more than one Owner Operator is requesting certain days off the Company will accommodate such requests in seniority order.

The Union agrees to explore the option of allowing outside third party contractors to provide route coverage as a means to providing vacation relief.

ARTICLE NB-3 - UNIFORMS**NB-3.01 Uniform Rules**

It is imperative to protect the brand and the image of Loomis Express (Canada), Ltd. Therefore the wearing of Company-issued uniforms is mandatory for all hourly drivers and for all Owner Operators excluding line haul as a condition of maintaining a Business Agreement.

(a) Uniforms Property of Company

All uniforms are, and shall remain, the property of the Company, and the employees and Owner Operators shall be expected to properly care for and keep same in good repair and condition at the Owner Operator's expense. Uniforms will be replaced on an as-needed basis at the Company's expense.

(b) Returning Uniforms

All uniforms shall be returned to the Company upon termination of services or when requesting new issue as required.

(c) Warehouse Employees Uniforms

Loaders and Warehousemen will be provided with a uniform if they are required to wait on customers. Warehousemen will be allowed to wear shorts provided they conform to company requirements, and providing they supply same at their own expense.

(d) Warehouse Employees Coveralls, Insulated Coveralls and Gloves

Any Employee working in the warehouse will be supplied with coveralls and gloves which will be provided on a replacement basis. Where extreme working conditions warrant the use of insulated coveralls such reasonable requests shall not be withheld.

(e) Uniforms are Company Property

All uniforms are and will remain the sole property of the company. All uniforms shall be returned to the company upon termination of employment and when requesting replacements. Upon the relief driver's leaving, it will be the responsibility of the Owner Operator(s) to recover the uniform and return it to the Company.

(f) Alterations

Alterations will be paid for by the Company for all alterations that are required for uniforms that do not fit at issue. All other alterations shall be the responsibility of the wearer.

(g) Proper Care

The Hourly Employees and Owner Operators will be expected to properly care for and to keep all uniforms in good repair and condition at the employees' expense.

(h) Heavy Duty Winter Jackets

Any owner operator or hourly driver regularly servicing any airplane, charter or working on the tarmac or runway shall receive a further heavy duty winter jacket for the extreme wind and cold temperatures as well as a heavy duty rain jacket and pants upon request.

(i) Minimum Uniform Quantities

The LOOMIS Express Canada authorized quantity of uniforms for Hourly Drivers and Owner Operators shall include:

Long/ Short Sleeve Shirts	5	3 in 1 Jacket	1
Pants/ Shorts	5	Rain Jacket	1
Ball Cap	1	Toque	1

Items will be replaced as needed.

NB-3.02 Safety Footwear

The Company shall provide to all Employees and Owner Operators (excluding Line haul) protective footwear where determined to be necessary by the Safety Committee.

Employees and Owner Operators purchasing their own footwear under this Article will be reimbursed the purchase price up to a maximum of one hundred and thirty-five dollars (\$135.00) per year for hourly employees and one hundred and sixty-five (\$165.00) per year for Owner Operators upon proof of purchase to cover the purchase of safety footwear once per year.

Protective footwear re-imburement will be done through the payroll system or through a voucher system as a non-taxable benefit upon request. The Company will replace safety shoes or boots irreparably damaged in the course of the Employee's duties.

Warehouse persons must provide their own safety boots during the probationary period at their own cost. Upon successful completion of the probationary period, the company will refund the cost based on the prorated value from the date of hire of the yearly maximum established above. Reimbursement will be made on the next available payroll.

ARTICLE NB-4 - SENIORITY**NB-4.01 Purpose of Seniority**

The purpose of seniority is to provide a policy governing preference for layoffs, postings, bumping and recalls. Each Union member will establish a Company seniority date. Where two or more employees are hired on the same day the order of seniority amongst them shall be determined by the employee's surname alphabetically.

(a) **Seniority Defined**

For Hourly Employees and Owner Operators, company seniority means the length of continuous service in the bargaining unit, since the employee's or Owner Operator's last hiring.

(b) **Seniority Groups**

The following Groups are recognized for the purposes of Company Seniority exercised within a group as provided for by this agreement:

- i) Warehouse/Hourly Driver
- ii) Owner Operators

NB-4.02 Seniority Lists

The Company will issue and post a seniority list in each Branch or depot showing position held and Company seniority for all Union members at the Branch or Depot. This list will be renewed every four (4) months with copies to the Shop Stewards, Local Union Office and Local Chairperson or designate.

NB-4.03 Appeal of Seniority Dates

Any Union member may contest the seniority list by submitting his/her appeal in writing to the Company and the Union, within thirty (30) working days following its posting date. Where proof of error is shown, the seniority list will be corrected as agreed on.

ARTICLE NB-5 - HEALTH & SAFETY

NB-5.01 Company Duties

The Company shall institute and maintain all precautions to provide every Hourly Employee and Owner Operator a safe and healthy workplace. The Company shall comply in a timely manner with the Canada Labour Code, its regulations, codes of practice, and guidelines and all relevant environmental laws, regulations, codes of practice and guidelines. All standards established under the laws shall constitute minimum acceptable practice. The Joint Health and Safety Committee shall be known throughout the following Articles as the "Committee."

NB-5.02 Joint Health and Safety Committee

- (a) The Company and the Union agree to maintain the established Joint Health and Safety Committee in accordance with Canada Labour Code, its regulations, codes of practice and guidelines. Committee membership shall constitute an equal number of Company and Union representatives. Where there are insufficient volunteers from the Union membership for this committee, Shop Stewards and other elected representatives from the Union, who are Hourly Employees or Owner Operators, will be required to attend the meetings.
- (b) Two co-chairpersons shall be selected from and by the members of the Committee. One of the Co-Chairpersons shall be a Union member chosen by the Union members of the Committee. The other Co-Chairperson shall be a Company member.

- (c) During all absences of the Union Co-Chairperson, the Company shall recognize an alternate Co-Chairperson designated by the Union.
- (d) The Committee shall assist in creating a safe and healthy place to work, shall recommend actions which will improve the effectiveness of the health and safety program, and shall promote compliance with appropriate laws, regulations, code of practice, and guidelines. The Company shall consider recommendations of the Committee.

NB-5.03 Mandatory Investigations

All dangerous conditions; workplace injuries and motor vehicle incidents shall be investigated by a Union member of the Joint Health and Safety Committee or a designate in conjunction with the Company. If a Committee member determines that dangerous conditions exist, the Committee member will utilize the Internal Complaint Resolution Process to seek resolution.

NB-5.04 No Discipline for Refusals

No Hourly Employee or Owner Operator shall be disciplined for acting in compliance with the Canada Labour Code and its regulations. An Hourly Employee or Owner Operator may exercise his/her right to refuse unsafe work. There shall be no loss of pay during the period of refusal providing the individual performs other duties within his job classification as directed by the Company if such work is available.

NB-5.05 Notification of Authorities

It is the responsibility of the Company and its Union members to notify the appropriate authorities if there is a reportable release of a hazardous substance to the air, land or water systems. Said notification is to be according to conditions of the applicable acts and regulations. No Union Member shall be disciplined for performing this duty.

NB-5.06 Review of First Aid Requirements

Through the joint safety committees at location, the Committees will review the first aid requirements to determine the most appropriate standards in keeping with regulatory requirements.

NB-5.07 No Requirement to Handle Inadequately Packaged Goods

Hourly Employees and Owner Operators will not be required to handle articles which can readily be considered as inadequately packaged. The Union member must immediately report such items to his/her Supervisor.

NB-5.08 Accident Responsibility Notification

Hourly Employees and Owner Operators involved in an accident will be notified by the Safety Committee, through the Company, whether the accident was preventable or non-preventable.

NB-5.09 Employees Paid During Any Investigation Period

Hourly Employees shall be paid for all time lost during the investigation period relating to an accident in which that Hourly Employee was not at fault.

NB-5.10 Modified Work Program

The Company will work with the Union on a joint advisory basis regarding the Company's modified work program and the Company will make its best efforts to resolve any concerns the Union has with the modified work program.

The Company also provides other services in conjunction with existing company policy and EAP program.

ARTICLE NB-6 - TRAINING**NB-6.01 Payment of Defensive Driving and First Aid Courses**

The Company will pay one hundred percent (100%) of course fees for any accredited defensive driving course and/or industrial first aid course taken and successfully completed by the Hourly Employee or Owner Operator and approved by the Company. Hourly employees will be paid at regular rates unless they exceed 40 total working hours in a week, at which time they will be paid overtime rates for the hours above 40. Owner operators will be paid at the owner operator warehouse rate of pay.

NB-6.02 Request to Attend Defensive Driving Course

The Company may request the Hourly Employee or Owner Operator attend a defensive driving course.

NB-6.03 Courses and Meetings Outside of Scheduled Hours**(a) Minimum Notice by Company**

From time to time, Hourly Employees and Owner Operators will be required to attend training courses and/or educational meetings outside of scheduled hours. The Company will provide two (2) weeks' notice of such meetings. On such occasions, attendance is compulsory (in other words, as if scheduled), when an employee or Owner Operator cannot attend for sufficient reasons then the course, meeting or training shall be rescheduled for that employee or Owner Operator to another mutually agreed upon date.

(b) Payment for Training or Meetings

Hourly employees will be paid at regular rates unless they exceed 40 total working hours in a week, at which time they will be paid overtime rates for the hours above 40. Owner operators will be paid at the owner operator warehouse rate of pay for all hours.

Owner Operators or hourly employees using their own vehicle to travel will be paid \$.22/km travel in addition to the rates above for class time and travel time. Owner Operators and hourly employees not using their own vehicle to travel will be paid at the rates above for travel time and for class time. Travel time calculated by industry mapping application (Google, Map Point, etc.)

(c) **Courses and Meetings on a Scheduled Work Day**

When these hours fall on a scheduled work day,

i) **Hourly Employees**

Hourly Employees shall be paid at time and a half (1.5) of their hourly rate within their classification except if it is a continuation of a shift and does not carry the hourly employee into an overtime position.

ii) **Owner Operators**

The Owner Operator will be paid at the owner operator warehouse rate of pay per hour for all hours spent in training, or the out-of-pocket expense of a replacement driver, whichever is applicable. For all hours after a normal days work, the Owner Operator shall be paid at the owner operator warehouse rate of pay per hour.

(d) **Courses and Meeting on a Non-Scheduled Work Day**

When these hours fall on a non-scheduled work day,

i) **Hourly Employees**

The Hourly Employee will be paid a minimum of four (4) hours pay at straight time within their designated classification except if it is a continuation of a work week which carries the hourly employee into an overtime position.

ii) **Owner Operator**

Training on an Owner Operator's day off shall be avoided, however, where such training is unavoidable, the Owner Operator will be paid a minimum of four (4) hours of pay at the owner operator warehouse rate of pay hour.

NB-6.04 Payment for Split Shifts When Training

Hourly Employees working split shifts shall be paid time and a half (1.5) for all hours spent training during their split if the total hours required for training puts the employee in an overtime position.

NB-6.05 Company Responsible to Train Drivers

The Company will ensure that each and every hourly driver and owner operator is properly trained to meet his/her full responsibilities and duties, including training as required by dangerous goods regulations.

NB-6.06 New Employee and Owner Operator Paid Orientation

The Company shall provide a minimum one hour (1) paid orientation for every new Hourly Employee and Owner Operator at their applicable rate prior to their first shift. At that time the employee or owner operator shall be introduced to the Unit Chair/ Chief Steward or designate at that location on company paid time.

NB-6.07 Replacement Driver Training Costs

The cost for the company approved training and upgrading the skills or qualifications of one replacement driver per Owner Operator per year, approved by the Company, to comply with the requirements of the employer will be borne by the Company. Relief or Replacement drivers shall be paid at the hourly driver rate for the classification.

NB-6.08 New Owner Operator and New Route Paid Training

When adding to the Owner operator group and or when any individual is on what to them is a new Owner operator route, they shall receive a maximum of three (3) days training on the route for experienced Owner operators and a maximum of five (5) days training for new Owner operators. During training the trainer will be paid the hourly or owner operator special rate per hour and the new owner operator will receive full route revenue.

ARTICLE NB-7 - DEFINITIONS**NB-7.01 Seniority**

The length of continuous service in the bargaining unit since the Union Member's last hiring according to the provisions of clause NB-4.01.

NB-7.02 Courier Driver / 3-5 Ton Driver

A regular scheduled hourly Employee who holds a posted position as a defined route or who performs driving cleanup work.

NB-7.03 Regular Full-Time Employees

For the Warehouse/Hourly Driver Group, any Employees regularly scheduled to work forty (40) hours per week shall be considered full-time Employees.

NB-7.04 Regular Part-Time Employees

Part-time Employees shall be those who work on average less than forty (40) hours and not less than twenty (20) hours per calendar week at the rate established for their respective classifications (subject to NB-6.02).

NB-7.05 Casual Workers

Casuals may be employed to relieve positions normally occupied by regular or part-time Employees who are absent from work for any reason. Casuals will be utilized to perform work outside of scheduled work periods and during overload or peak periods of activity, but shall not be used to circumvent the hiring of regular full-time or part-time Employees.

NB-7.06 Relief Driver

A regularly scheduled hourly Employee who is assigned to various routes as required to cover absent hourly drivers or Owner Operators. These positions shall be posted as per the Collective Agreement and shall be awarded based on required knowledge and qualifications. Where such knowledge and qualifications are reasonably equal seniority shall prevail.

NB-7.07 Position

The assignment held by an Employee which in the case of regular drivers includes the regular route that an Employee normally works.

NB-7.08 Sorter Marker

A regularly scheduled Employee who performs internal marking on freight and internal and external mail.

NB-7.09 Owner Operator

A Dependent Contractor who holds a valid Business Agreement (Schedule B) for services with the Company and is subject to the terms and conditions of that agreement.

NB-7.10 Business Agreement

An agreement, between the individual Owner/Operator and the Company, which details specific terms, conditions, and methods of payment, for services provided (Schedule B).

Where a dispute arises in language interpretation between Collective Agreement and the Dependent Contractor's Business Agreement (Schedule B), the Collective Agreement interpretation will prevail.

NB-7.11 Lead Hand

A regularly scheduled Hourly Employee who directs, coordinates and supervises the work of Hourly Employees under the direction of his/her supervisor within his/her particular unit or section. However, he/she shall not have the authority to hire, suspend, dismiss or discipline Hourly Employees. All leads provided for in this agreement shall be working leads. It is understood that a lead hand will participate in the working operation.

ARTICLE NB-8 - UNIT CHAIRPERSON & CHIEF STEWARDS**NB-8.01 Unit Chairperson**

The Union will select or elect and the Company shall recognize a Unit Chairperson who shall be a LOOMIS employee. The Unit Chairperson shall attend to Union business as required and as necessary for the administration of the collective agreement and shall be given free access to all branches and depots and the Union office for these purposes. The Unit Chairperson shall be permitted to attend all meetings related to bargaining unit members if requested.

LETTER OF UNDERSTANDING NB 1

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR CANADA)
(LOCAL 4005)
(HEREINAFTER REFERRED TO AS THE "UNION")**

PAID UNION TIME

Effective date of ratification 2015 the Company agrees to pay:

- 1) Twenty cents (\$0.20) per service day per Owner Operator and
- 2) Two cents (\$0.02) per hour per hourly employee for all compensated hours

For the purpose of providing paid union time. Such monies will be paid to Local 4005 on a quarterly basis.

These funds will be held in trust by Unifor Local 4005 and shall be used for the sole purpose of the payment of legitimate expenses incurred by the Local Unit Chairperson or designate (except those expenses covered by NB-1.04) as authorized by the Local President or Local Service Representative. The Local Unit Chairperson shall be paid by Local 4005 through this fund when expenses' are submitted on the appropriate Local 4005 expense form; such payments shall conform to the Local Union Bylaws and or Policies.

LETTER OF UNDERSTANDING NB 2

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR CANADA)
(LOCAL 4005)
(HEREINAFTER REFERRED TO AS THE "UNION")**

VEHICLE SECURITY POLICY

Outlined below are the vehicle security procedures that will be followed by Owner Operators and Hourly Drivers:

- Vehicles used in the transport of shipments must have secure doors (front, side and rear and roll-up doors).
- Vehicles must be locked at all times when shipments are being transported.
- Custodial control of the shipments while on route shall be the responsibility of the Owner Operator or hourly driver.
- Vehicles shall be locked at all times when unattended.
- Cargo vans require a lock on the back door and the Owner Operator or hourly driver is responsible to ensure this occurs and the lock is used.
- Cargo located on loading docks or ramps shall not remain unattended; where this is not feasible, the driver will inform the company.

LETTER OF UNDERSTANDING NB 3

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
(HEREINAFTER REFERRED TO AS THE “COMPANY”)**

AND

**UNIFOR
(UNIFOR CANADA)
(LOCAL 4005)
(HEREINAFTER REFERRED TO AS THE “UNION”)**

LINEHAUL

The Company commits to assessing all line haul lanes in New Brunswick and Prince Edward Island to establish the most cost effective manner of operation.

Should line haul routes in New Brunswick and Prince Edward Island become bargaining unit work in the future, the parties agree to meet and establish rates and language at that time.

NB OWNER OPERATOR SPECIFIC LANGUAGE

ARTICLE NB-A1 - SENIORITY, ROUTE BIDDING, REDUCTIONS

NB-A1.01 Reduction of Owner Operators

When reducing Owner Operators at any location, the Company will reduce the junior Owner Operator according to company seniority at such location if it is practicable to do so.

NB-A1.02 Rights of Reduced Owner Operators

An Owner Operator, who is affected by Article A1.01, has no route through a reduction by rerouting or who is bumped may:

- (a) bid on any open postings; or
- (b) accept any Owner Operator unbid vacancy that arises within his/her branch; or
- (c) in the event no Owner Operator vacancies exist within the Branch the Owner Operator may then displace a junior Owner Operator at their branch, seniority permitting, or failing that, the junior Owner Operator in the province; or
- (d) accept layoff.

Owner Operators who wish to be considered for recall to a different Group at the Branch must submit a written standing application. These Owner Operators will be considered based on Company seniority if the position is not filled from within the Group at the Branch.

NB-A1.03 Owner Operators Rights When Awarded Hourly Positions

An Owner Operator who is awarded a vacant hourly rated position will retain their company seniority date. Eligibility for all benefits and vacation will be based on the Owner Operator's Company seniority date. Entitlement to vacation and vacation pay will coincide with the Owner Operator's anniversary date of change to hourly status.

NB-A1.04 Posting of Owner Operator Vacancies

The Company will post Owner Operator vacancies for five (5) days at all locations and fill the vacancy with the senior applicant from that branch and then Province. All postings shall be numbered and dated as well as copied to the Local Union Chairperson and the Local Union office.

The successful applicant for an Owner Operator posting must provide documentation within thirty (30) calendar days of the posting being awarded in writing that the required vehicle has been secured.

If an Employee or Owner Operator is qualified and selected for the vacancy, he or she must be willing and available to commence duties at the new Branch within thirty (30) calendar days of the position being offered.

NB-A1.05 Route Posting Requirements

Route postings will contain a full description of the route and its boundaries as well as any exceptions or anomalies for that route. All information provided will be based on historic factors and may be subject to change with the normal fluctuations of business.

All Owner Operators shall assume their new postings within thirty (30) calendar days unless the Company can provide proof that they are unable to replace the affected route(s) within the thirty (30) day timeline.

The Company agrees to post the additional following information:

Daily average earnings based on the previous sixty (60) working days

Average kilometers travelled

Area

Vehicle size

Average estimated number of stops, pieces, route density and core zone payment

Outstanding termination grievances

(The above is subject to change based on normal business fluctuations)

This entire Article will apply only to the filling of the original vacancy created, and the next vacancy thus created. All other resulting vacancies will be posted for forty eight (48) hours and will be awarded to the senior qualified Owner Operator or employee as per A1.04 above.

NB-A1.06 Loss of Seniority

Company, seniority is lost on termination except if an Owner Operator is laid off and recalled within twelve (12) months of layoff. In this event, the Owner Operator shall retain his or her Company, seniority.

NB-A1.07 Notice of Cancellation and Payments

Owner Operators will be given not less than thirty (30) calendar day's written notice cancellation of their Business Agreement (Schedule "B"), or pay in lieu of subject to all other provisions of this Collective Agreement. No notice is required if the Business Agreement is cancelled for just cause or default.

"Pay in lieu of" to consist of average daily income from the last thirty (30) calendar days, less operating costs (fuel), multiplied by the number of days outstanding.

NB-A1.08 Transfer of Routes

Should the Company transfer a route or routes from one location to another the incumbent Owner Operator who transfers locations with his/her route will transfer with his/her Company seniority.

NB-A1.09 Conversion of Hourly Drivers

Notwithstanding any other clause in the Collective Agreement, at the time the Company converts an hourly driver route to an Owner Operator route, it is agreed the hourly driver on that route has the first opportunity to assume the new Owner Operator route and transfers to the Owner Operator seniority Group with full Company, Branch and Group seniority.

NB-A1.10 Operation on Remembrance Day on a Reduced Basis

To operate on Remembrance Day, on a reduced basis, it is understood routes could be merged, cancelled, or performed by hourly Employees at the Company's discretion. However, no Owner Operator will be required to work unless he is paid a mutually agreed upon payment as agreed to in advance.

NB-A1.11 Loss of Seniority

An Owner Operator's service date (seniority) shall be forfeited and his service shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

- (a) His contract is terminated for just cause; or
- (b) He voluntarily resigns or quits; or
- (c) He retires or is retired; or
- (d) He is discharged and not reinstated through the Grievance Procedure; or
- (e) He is laid off for a period greater than twelve (12) months; or
- (f) He fails to respond to return to work within five (5) calendar days of his recall to his last known address or phone number on the Company's records or does not in fact return to work within fourteen (14) calendar days from the date of his response to the Company. The onus is on the Owner Operator to inform the Company of his current address and telephone number; or
- (g) He is an absentee Owner Operator not working his run as per the agreement; or
- (h) He assumes a position outside of the bargaining unit.

ARTICLE NB-A2 - HEALTH AND WELFARE / W.C.B. COVERAGE**NB-A2.01 Program Details**

The Company agrees to provide those eligible Owner Operators with current details and information covering all Owner Operators benefits and programs, in which the Owner Operators covered by this Collective Agreement are entitled to participate. This information shall be provided at the date of hire as an Owner Operator.

NB-A2.02 Company to Pay for WCB Costs

The Company agrees to pay individual assessments of the Worker's Compensation Boards of the Province of New Brunswick and Prince Edward Island, for the Owner Operators. If allowed by the Workers' Compensation Act of the Province mentioned above, the Company will be responsible for coverage of replacement drivers for those Owner Operators not registered as a limited or holding company. Such Owner Operators are responsible for WCB coverage for all other persons they may have in their employ.

NB-A2.03 Reimbursement for Doctors Notes Costs or Physician Forms

If requested by the Company, the cost of obtaining a doctor's note or the completion of physician forms will be fully covered by the Company. Such reimbursement shall be made to the Owner Operator on the next available pay cycle once the receipt has been submitted.

NB-A2.04 Benefit Booklets

The Company agrees to provide updated booklets and forms electronically.

NB-A2.05 No Changes to Benefits

The Company shall not lower, change, modify or delete any benefits in place during the term of this agreement without the Union's agreement. Should it be necessary to change benefit providers, and the composition of the benefit package is unable to be maintained in its current form, the parties agree to meet to resolve the issue prior to any change being implemented.

ARTICLE NB-A3 - EQUIPMENT

NB-A3.01 Decals, Painting and Repainting

The Company assumes responsibility for supply, acid bath preparation or any other needed prep work and installation of the striping kit (decals). Where the Company is changing the required colour scheme, the Company assumes full cost of painting all vehicles in accordance with painting price available to the Company.

Based on the above prices the Owner Operator is free to get his/her work done elsewhere as long as it is done satisfactorily.

The Company will be responsible for the cost incurred in removing the striping/decals on termination in accordance with the price available to the Company.

All replacement vehicles shall be white in colour.

NB-A3.02 Equipment to Meet Appearance Standards

The Company reserves the right to refuse to sign Business Agreements (Schedule "B"), or terminate present Business Agreements (Schedule "B") with Owner Operators whose equipment does not meet the appearance standards as set by the Company, reasonable standards to apply. The Company must first give the Owner Operator not less than ninety (90) days written notice to meet appearance standards.

ARTICLE NB-A4 - OWNER OPERATOR START UP

NB-A4.01 Professional Setup Fees Reimbursement

The Company shall reimburse to a new Owner Operator the cost of professional fees or licensing up to a maximum of \$250.00 specializing in the transportation industry, for assistance in setting up his/her business. Receipts are required.

ARTICLE NB-A5 - MISCELLANEOUS

NB-A5.01 Just Cause Terminations to be in Writing

Owner Operators who's Business Agreements (Schedule "B") are terminated for just cause will have reasons for same confirmed in writing. Those Owner Operators who terminate their Business Agreements (Schedule "B") voluntarily shall have all monies owing them paid no later than the next scheduled payment day.

NB-A5.02 Proof of Valid Drivers' License

Owner Operators shall be required to produce a valid driver's license and Motor Vehicle Branch full search report on request which shall be facilitated through the Company by way of a sign-up sheet. Any cost will be absorbed by the Company, except for new Owner Operators who must provide these documents at his/her own cost only at time of hiring.

NB-A5.03 Attending Meetings or Negotiations

In application of required payment for attending meetings or negotiations as agreed elsewhere in this Collective Agreement, the Owner Operator will be paid the owner operator warehouse rate of pay per hour up to a maximum of eight (8) hours per day or the out-of-pocket expense of a replacement driver, whichever is applicable.

NB-A5.04 Jury Duty

An Owner Operator summoned to jury duty will be compensated for any out of pocket expenses, minus any monies received from court, should he/she supply a relief driver. Intent is the Company will pay for the cost of the relief driver. If the Company supplies an Hourly Driver and Company vehicle, then the Owner Operator forfeits all revenue for that day(s) from his/her route.

A suitable replacement driver may be used by any Owner Operator so as to have personal leaves, vacation, etc.

NB-A5.05 Scanner System

Owner Operators shall not be required to subsidize the cost of developing or maintaining the scanner system.

NB-A5.06 Pay Days and Related Issues

The Company will pay all Owner Operators by bi-weekly direct deposit by 9 a.m. or when the bank opens on payday Friday. The Owner Operator pay week will be from Sunday to Saturday.

Only shortages that have resulted due to a Company error and are equal to one day's average earnings or more will be paid by manual cheque, within 3 business days of the Company being notified.

Owner Operator invoices will be submitted by the end of the day when the work was performed. A shortage in pay that is the direct result of the failure to submit an invoice(s) will not be reimbursed through manual cheque.

From time to time, the Company may be required to close a pay period early in order to comply with payroll cutoffs imposed by the payroll provider. In these instances, full day estimates for all Owner Operators may be required and any resulting adjustments will be done on the following pay period.

NB-A5.07 Cargo Insurance

Owner Operators who obtain coverage through the Company's cargo insurance will be assessed a monthly charge of twenty (\$20.00).

NB-A5.08 Owner Operator Loans

In the event of a major expenditure for business purposes, supported by the appropriate documentation, the Company will assist all Owner Operators by extending credit to all Owner Operators up to one thousand two hundred (\$1200.00) dollars. The Owner Operator is expected to make the repayment, within 12 months of receiving the funds, through payroll deductions.

NB-A5.09 Company Requested Medical Exams

Any medical examination requested by the Company shall promptly be complied with by the Owner Operator, provided however, that the Company shall pay for such an examination, at the owner operator warehouse rate of pay per hour. The time and date of the examination to be decided by the Company.

NB-A5.10 Signing of Business Agreements

A person approved by the Local Union will be present during all of the Owner Operator Business Agreement signings as a witness to the negotiation and a copy of the signed Agreement shall be sent to the UNIFOR Local Union office.

The Business Agreement shall be signed for the duration of the Collective Agreement.

The Regional Operations Director or designate shall have the only signing authority for all Owner Operator Business Agreements.

It is agreed between both parties that during the negotiations of the Business Agreements, Schedules A & B and Appendix C shall be included as one document. This process shall also include the signing of Business Agreements with new Owner Operators.

NB-A5.11 Liability Waiver When Accompanying an Owner Operator

The Company and the Union agree to the following Liability Waiver for use when a Company Representative is required to accompany an Owner Operator in their vehicle.

"The Company agrees to accept all liability for any or all persons that it authorizes to accompany any Owner Operator in their vehicle during the course of the business day while on their route, provided that the person is pre-authorized by the Company. This waiver is valid if the vehicle meets the mechanical safety standards as set out by the Province of New Brunswick or Prince Edward Island."

No person pre-authorized by the Company will be allowed to ride in any vehicle that does not have a legal passenger seat or restraining device.

NB-A5.12 Bulk Stops and Stops that Take Too Much Time

If an Owner Operator anticipates that a single stop will occupy too much time or that a stop will bulk out their vehicle thus causing the potential for a negative impact on the quality payment, the Owner Operator must contact their Direct Supervisor to request relief from the situation. The company will make alternate arrangements to complete the stop which in no way will negatively impact the quality payment paid to the Owner Operator. Such requests will not be unreasonably denied.

NB-A5.13 Payment Under Modified Work Program

Where an Owner Operator remains on his/her route under the Modified Work program, the Company agrees to assign and pay a swamper to provide help based on the warehouse rate of pay.

NB-A5.14 Core Zone Charts

The Company agrees to post and distribute to each Owner Operator the agreed to Core Zone Charts for each province for each year of the collective agreement.

ARTICLE NB-A6 - OWNER OPERATOR ABSENCES AND BREAKDOWN**NB-A6.01 Emergency Issues****(a) Owner Operator Absences**

When an Owner Operator must be absent for emergency purposes it will be the responsibility of the Owner Operator to supply a relief driver. If the Company must supply a driver and a truck, the Company will retain the revenue for the relief period.

(b) Illness or Family Issues

Should an Owner Operator be absent from their route with an illness or family emergency, and not supply a relief driver he/she must supply a doctor's note or documentation to substantiate the validity of the absence. Any doctor's note required by the Company will be paid for by the Company.

(c) Vehicle Breakdowns

Should an Owner Operator have a vehicle breakdown while coming to work, and not supply a relief driver, she/he must supply valid documentation to substantiate that the breakdown occurred on the date of their absence.

(d) Death in Immediate Family

The death of an immediate family member will be considered a bona-fide emergency.

ARTICLE NB-A7 - OWNER OPERATOR SCANNING AND BILLING

NB-A7.01 Review of Discrepancies

Any discrepancies between an Owner Operator's invoice and the scanning information will be reviewed within forty-eight (48) hours of knowledge with the Owner Operator. The Company will ensure that all Owner Operators are trained as to their full responsibilities and duties.

NB-A7.02 Pay Shortages

For all pay shortages greater than the daily average income due to a Company error, a manual cheque will be issued within forty-eight (48) hours. Any other shortages will be paid on the pay following notice to the Company of the shortage.

NB-A7.03 Pay for Work Performed After Breakdown, Illness or Emergency

Owner Operators that for substantiated reasons such as mechanical breakdown and or illness are unable to continue servicing their route and must leave for the remainder of the day shall be compensated for the work actually performed on that day.

NB-A7.04 Pickup and Delivery at Same Time Counts as Two Stops

It is recognized that when performing a delivery and a pick at the same time is shall be counted as two (2) stops provided the pick-up is not an empty pick up.

SCHEDULE (A) – OWNER OPERATOR STANDARD FEE SCHEDULE

Rates	April 1 2017	April 1 2018	April 1 2019	April 1 2020
Core Zone Rate	<i>By Route</i>	<i>By Route</i>	<i>By Route</i>	<i>By Route</i>
Stop Rate	\$1.40	\$1.45	\$1.49	\$1.53
Piece Rate	\$0.24	\$0.25	\$0.26	\$0.27

Quality Payment:**a) No Missed Pickups**

Owner Operators will receive a daily quality payment for no missed pickups.

b) Load Vehicle vs Deliveries

Owner Operators will receive a daily quality payment as follows:

Pieces not delivered must have a written explanation on your Quality Payment form, including: BA, NH, CA again all pieces must be scanned.

c) TDD – Time Definite Deliveries

International, 9:00 am, 12:00 noon and Express 18:00.

Owner Operators will receive a daily quality payment for all deliveries completed on time. Stops must be registered on your scanner; pieces not delivered must have a written explanation on your Quality Payment form.

Quality Payment	April 1 2017	April 1 2018	April 1 2019	April 1 2020
98% to 100% AVD	\$17.39	\$17.92	\$18.37	\$18.83
95% to 97% AVD	\$5.80	\$5.98	\$6.13	\$6.29
100% Pick Ups	\$17.39	\$17.92	\$18.37	\$18.83
100% TDD	\$17.39	\$17.92	\$18.37	\$18.83
Total Potential	\$52.17	\$53.76	\$55.11	\$56.49

OWNER OPERATOR GUARANTEES**GUARANTEE - CARGO VAN****Kms**

150 -200	150	160	170	180	190	200
2017	\$ 256.46	\$ 259.38	\$ 262.30	\$ 265.22	\$ 268.12	\$ 271.04
2018	\$ 264.16	\$ 267.17	\$ 270.17	\$ 273.18	\$ 276.17	\$ 279.18
2019	\$ 270.77	\$ 273.85	\$ 276.93	\$ 280.01	\$ 283.08	\$ 286.16
2020	\$ 277.54	\$ 280.70	\$ 283.86	\$ 287.02	\$ 290.16	\$ 293.32
210 -260	210	220	230	240	250	260
2017	\$ 273.96	\$ 276.87	\$ 279.78	\$ 282.70	\$ 285.62	\$ 288.52
2018	\$ 282.18	\$ 285.18	\$ 288.18	\$ 291.19	\$ 294.19	\$ 297.19
2019	\$ 289.24	\$ 292.31	\$ 295.39	\$ 298.47	\$ 301.55	\$ 304.62
2020	\$ 296.48	\$ 299.62	\$ 302.78	\$ 305.94	\$ 309.09	\$ 312.24

270 -320	270	280	290	300	310	320
2017	\$291.45	\$294.37	\$297.27	\$300.19	\$303.11	\$306.03
2018	\$300.20	\$303.21	\$306.19	\$309.20	\$312.21	\$315.22
2019	\$307.71	\$310.80	\$313.85	\$316.93	\$320.02	\$323.11
2020	\$315.41	\$318.57	\$321.70	\$324.86	\$328.03	\$331.19
330-380	330	340	350	360	370	380
2017	\$ 308.94	\$ 311.86	\$ 314.77	\$ 317.68	\$ 320.60	\$ 323.52
2018	\$ 318.21	\$ 321.22	\$ 324.22	\$ 327.22	\$ 330.22	\$ 333.23
2019	\$ 326.17	\$ 329.26	\$ 332.33	\$ 335.41	\$ 338.48	\$ 341.57
2020	\$ 334.33	\$ 337.50	\$ 340.64	\$ 343.80	\$ 346.95	\$ 350.11
390 -440	390	400	410	420	430	440
2017	\$ 326.42	\$ 329.32	\$ 332.24	\$ 335.16	\$ 348.26	\$ 340.98
2018	\$ 336.22	\$ 339.20	\$ 342.21	\$ 345.22	\$ 358.71	\$ 351.21
2019	\$ 344.63	\$ 347.68	\$ 350.77	\$ 353.86	\$ 367.68	\$ 360.00
2020	\$ 353.25	\$ 356.38	\$ 359.54	\$ 362.71	\$ 376.88	\$ 369.00
450-500	450	460	470	480	490	500
2017	\$ 343.91	\$ 346.82	\$ 349.73	\$ 352.65	\$ 365.76	\$ 358.47
2018	\$ 354.23	\$ 357.23	\$ 360.23	\$ 363.23	\$ 376.74	\$ 369.23
2019	\$ 363.09	\$ 366.17	\$ 369.24	\$ 372.32	\$ 386.16	\$ 378.47
2020	\$ 372.17	\$ 375.33	\$ 378.48	\$ 381.63	\$ 395.82	\$ 387.94

GUARANTEE - CUBE VAN**Kms**

110-160	110	120	130	140	150	160
2017	\$ 274.82	\$ 277.81	\$ 280.80	\$ 283.80	\$ 286.78	\$ 289.77
2018	\$ 283.07	\$ 286.15	\$ 289.23	\$ 292.32	\$ 295.39	\$ 298.47
2019	\$ 290.15	\$ 293.31	\$ 296.47	\$ 299.63	\$ 302.78	\$ 305.94
2020	\$ 297.41	\$ 300.65	\$ 303.89	\$ 307.13	\$ 310.35	\$ 313.59
170-220	170	180	190	200	210	220
2017	\$ 292.76	\$ 313.67	\$ 316.65	\$ 319.63	\$ 322.62	\$ 325.62
2018	\$ 301.55	\$ 323.09	\$ 326.15	\$ 329.22	\$ 332.30	\$ 335.39

2019	\$ 309.09	\$ 331.17	\$ 334.31	\$ 337.46	\$ 340.61	\$ 343.78
2020	\$ 316.82	\$ 339.45	\$ 342.67	\$ 345.90	\$ 349.13	\$ 352.38
230-280	230	240	250	260	270	280
2017	\$ 310.69	\$ 313.67	\$ 316.65	\$ 319.63	\$ 322.62	\$ 325.62
2018	\$ 320.02	\$ 323.09	\$ 326.15	\$ 329.22	\$ 332.30	\$ 335.39
2019	\$ 328.03	\$ 331.17	\$ 334.31	\$ 337.46	\$ 340.61	\$ 343.78
2020	\$ 336.24	\$ 339.45	\$ 342.67	\$ 345.90	\$ 349.13	\$ 352.38
290-340	290	300	310	320	330	340
2017	\$ 328.60	\$ 331.59	\$ 334.58	\$ 337.56	\$ 340.54	\$ 343.53
2018	\$ 338.46	\$ 341.54	\$ 344.62	\$ 347.69	\$ 350.76	\$ 353.84
2019	\$ 346.93	\$ 350.08	\$ 353.24	\$ 356.39	\$ 359.53	\$ 362.69
2020	\$ 355.61	\$ 358.84	\$ 362.08	\$ 365.30	\$ 368.52	\$ 371.76
350-400	350	360	370	380	390	400
2017	\$ 346.53	\$ 349.52	\$ 352.50	\$ 355.49	\$ 358.47	\$ 361.45
2018	\$ 356.93	\$ 360.01	\$ 363.08	\$ 366.16	\$ 369.23	\$ 372.30
2019	\$ 365.86	\$ 369.02	\$ 372.16	\$ 375.32	\$ 378.47	\$ 381.61
2020	\$ 375.01	\$ 378.25	\$ 381.47	\$ 384.71	\$ 387.94	\$ 391.16
410-460	410	420	430	440	450	460
2017	\$ 364.46	\$ 367.45	\$ 370.43	\$ 373.42	\$ 376.41	\$ 379.38
2018	\$ 375.40	\$ 378.48	\$ 381.55	\$ 384.63	\$ 387.71	\$ 390.77
2019	\$ 384.79	\$ 387.95	\$ 391.09	\$ 394.25	\$ 397.41	\$ 400.54
2020	\$ 394.41	\$ 397.65	\$ 400.87	\$ 404.11	\$ 407.35	\$ 410.56
470-500	470	480	490	500		
2017	\$ 382.39	\$ 385.38	\$ 388.36	\$ 391.35		
2018	\$ 393.87	\$ 396.95	\$ 400.02	\$ 403.10		
2019	\$ 403.72	\$ 406.88	\$ 410.03	\$ 413.18		
2020	\$ 413.82	\$ 417.06	\$ 420.29	\$ 423.51		

(a) Special Owner Operator Rate of pay

April 1, 2017	April 1, 2018	April 1, 2019	April 1, 2020
\$26.45	\$27.25	\$27.94	\$28.64

(b) Shuttle or Route Meets

Paid as per a stop and pieces.

(c) Paid Warehouse Time

All warehouse time to be paid at:

April 1, 2017	April 1, 2018	April 1, 2019	April 1, 2020
\$20.91	\$21.54	\$22.08	\$22.64

(d) Sixth (6th) or Seventh (7th) Day Shifts or Days of Work

All sixth (6th) or seventh (7th) day shifts or days of work on a route shall be paid at one and a half (1.5) times the daily guarantee. All Owner Operators are entitled to work only a five day (5) work week and cannot be forced to work more than such (excluding current route 420).

(e) **Sunday Work Re-routed or Abolished**

Sunday work re-routed or abolished shall be as per the Saturday re-route and abolishment language contained in the National Agreement.

(f) **Re-routes**

All reroutes will be governed by the non-Alberta language contained in the National Agreement.

(g) **Confederation Bridge**

The Company shall pay for all toll costs for the Confederation Bridge.

(h) **Loomis Drop Boxes**

In order to help Owner Operators with route performance and timing, the Company agrees to install Loomis Drop Boxes at all requested locations (at the company's discretion). Owner Operators shall be paid a minimum of one stop for clearing the drop box plus one stop plus pieces for each separate customer who places shipments in the drop box.

(i) **Return Totes**

Owner Operators will be paid by the piece count for return totes. McKesson return totes require Owner Operators to attach the "Shipping Control per Route" to your daily invoice. All other totes that you return for other customers you must indicate on your Quality Payment form.

(j) **Storm Days**

Owner Operators will be paid the greater of

Payment for the number of stops and pieces completed based on stop rate, core zone rate and piece rate, including the quality payment.

Or

The daily guarantee, divided by the average kilometers driven in the 10 days prior to the storm day, multiplied by the actual kilometers driven on the storm day.

(k) **Direct Drives**

As per current rates

(l) **Owner Operator Severance**

As per the National Agreement & Alberta appendix

(m) **Owner Operator Bonus**

1.4% of gross wages for the year

(n) **Overweight Items**

The company will continue to support and enforce the current practice by route in regards to the handling of pieces greater than 70lbs. This applies to tender, acceptance and payment for items. The company further commits to review third party tenders that currently exist for overweight times to bolster the Owner Operator freight volume where applicable.

Owner Operators will be expected to make every effort to perform 9:00 am and Time Definite deliveries. If it is determined that the Owner Operator cannot perform said deliveries within the service requirement, they will be required to discuss with the appropriate Manager that alternate arrangements will need to be made for said deliveries where possible. For the purposes of 9:00 am and Time Definite deliveries only, Owner Operators may deliver in another Owner Operator's area to successfully complete 9:00 am and Time Definite stops.

(o) Scanning Compliance

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

All waybills or scannable manifests on all shipments must be scanned where possible or manually entered where possible as applicable. Loose shipments must be scanned however pre-wrapped or bulk pickups of over fifty (50) pieces with a manifest do not have to be scanned, unless other practice in place in a province have different piece requirements. Individual package scanning on any pre-wrapped bulk shipments is not required but must be supported by manifest where applicable.

(p) Specials

This is to include warehouse and/or Janitorial duties. Specials may be reviewed at any time, or a special may be requested at any time.

- (i) Loading/Unloading-Warehouse - at the owner operator warehouse rate of pay per hour.
- (ii) Driving Specials Minimum rate equivalent to the rate of \$25.80 per hour

(q) Notification of Late Trailers

Whenever possible the Company agrees to notify all drivers by group text or email when trailers are going to be late.

LOOMIS requested claims inspections

- a) Where a claims inspection is requested, a standard payment will be made when a properly completed Claims Inspection Report is filed with the Company.
- b) If a claims inspection is made and no other transaction is performed, the payment will cover the stop and the claims inspection.

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

\$10.00 plus stop and core zone rate.

Loading/Unloading of Line Haul Trailer

Owner Operators, when necessary, that provide line haul offload and reload will be paid at the owner operator warehouse rate of pay per hour. Unloading/Loading of P&D units does not constitute line haul warehouse work.

Unloading of trucks

The company will continue the current practice of assisting Moncton based owner operators for unloading Owner Operator vehicles when warehouse staff are available from regular duties. Owner operators remain the primary source for loading and unloading their trucks at all times in all locations.

3 Ton and Larger Rate

The Company agrees to negotiate with the Union and Owner Operator, on an individual basis, the rate for specific runs, when the need arises to institute the run. Should the parties fail to agree on the rate, they will submit the dispute to Grievance Mediation as per the Federal Mediation Conciliation Services of the Human Resources Department Canada or arbitration.

In the event a change in equipment is required to satisfy the needs of a route, discussions will be held with the Owner Operator prior to the change and he/she will have ninety (90) days to acquire the new equipment. Time extensions will not be unreasonably denied.

In the event a change in equipment is required to meet mechanical worthiness standards (as determined by a licensed mechanic paid for by the company), discussions will be held with the Owner Operator prior to the change and he/she will have thirty (30) days to acquire the new equipment. Time extensions will not be unreasonably denied.

In the event the Company introduces a Pager system any cost associated with this system shall be borne in full by the Company.

FUEL ESCALATION PROGRAM

The Company will establish on a weekly basis, every Friday, the fuel price based upon the local current market values of regular gasoline and diesel fuel. For NB – NB Energy & Utilities Board and for PEI – The Island Regulatory and Appeals Commission for PEI. Owner Operators are encouraged to submit their fuel consumption on a daily basis through their Owner Operator invoice. If the fuel price falls below \$0.70/litre, there will be no fuel subsidy provided.

Fuel Cost	Cube	Van
\$0.70 - \$0.749	\$ 0.0325	\$ 0.0300
\$0.75 - \$0.799	\$ 0.0450	\$ 0.0400
\$0.80 - \$0.849	\$ 0.0575	\$ 0.0500
\$0.85 - \$0.899	\$ 0.0700	\$ 0.0600
\$0.90 - \$0.949	\$ 0.0825	\$ 0.0700
\$0.95 - \$0.999	\$ 0.0950	\$ 0.0800
\$1.00 - \$1.049	\$ 0.1000	\$ 0.0850
\$1.05 - \$1.099	\$ 0.1060	\$ 0.0899
\$1.10 - \$1.149	\$ 0.1125	\$ 0.0951
\$1.15 - \$1.199	\$ 0.1194	\$ 0.1007

\$1.20 - \$1.249	\$ 0.1268	\$ 0.1068
\$1.25 - \$1.299	\$ 0.1349	\$ 0.1133
\$1.30 - \$1.349	\$ 0.1435	\$ 0.1203
\$1.35 - \$1.399	\$ 0.1527	\$ 0.1278
\$1.40 - \$1.449	\$ 0.1627	\$ 0.1359
\$1.45 - \$1.499	\$ 0.1734	\$ 0.1446
\$1.50 - \$1.549	\$ 0.1844	\$ 0.1536
\$1.55 - \$1.599	\$ 0.1958	\$ 0.1628
\$1.60 - \$1.649	\$ 0.2075	\$ 0.1723
\$1.65 - \$1.699	\$ 0.2196	\$ 0.1821
\$1.70 - \$1.749	\$ 0.2320	\$ 0.1921
\$1.75 - \$1.799	\$ 0.2447	\$ 0.2024
\$1.80 - \$1.849	\$ 0.2578	\$ 0.2130
\$1.85 - \$1.899	\$ 0.2712	\$ 0.2238
\$1.90 - \$1.949	\$ 0.2850	\$ 0.2349
\$1.95 - \$1.999	\$ 0.2991	\$ 0.2463

Loading/Unloading of Line Haul Trailer

Owner Operators, when necessary, that provide line haul offload and reload will be paid at the owner operator warehouse rate of pay per hour. Unloading/Loading of P&D units does not constitute line haul warehouse work.

Unloading of trucks

The company will continue the current practice of assisting Moncton based owner operators for unloading Owner Operator vehicles when warehouse staff are available from regular duties. Owner operators remain the primary source for loading and unloading their trucks at all times in all locations.

3 Ton and Larger Rate

The Company agrees to negotiate with the Union and Owner Operator, on an individual basis, the rate for specific runs, when the need arises to institute the run. Should the parties fail to agree on the rate, they will submit the dispute to Grievance Mediation as per the Federal Mediation Conciliation Services of the Human Resources Department Canada or arbitration.

In the event a change in equipment is required to satisfy the needs of a route, discussions will be held with the Owner Operator prior to the change and he/she will have ninety (90) days to acquire the new equipment. Time extensions will not be unreasonably denied.

In the event a change in equipment is required to meet mechanical worthiness standards (as determined by a licensed mechanic paid for by the company), discussions will be held with the Owner Operator prior to the change and he/she will have thirty (30) days to acquire the new equipment. Time extensions will not be unreasonably denied.

In the event the Company introduces a Pager system any cost associated with this system shall be borne in full by the Company.

NB SCHEDULE (B) – BUSINESS AGREEMENT

LOOMIS EXPRESS / OWNER OPERATOR BUSINESS AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year _____.

BETWEEN:

LOOMIS EXPRESS (Canada) Ltd., a company incorporated under the laws of Canada and having its head office at 201 Westcreek Blvd., Brampton, Ontario, Canada (“LOOMIS EXPRESS”)

OF THE FIRST PART

--and--

(the “Owner Operator”)

OF THE SECOND PART

having a residence at _____

WHEREAS:

- a) The Owner Operator is the owner of the Vehicle as hereinafter defined.
 - b) The Owner Operator is fully qualified to operate the Vehicle and perform the services to be provided pursuant to this agreement including the Specifications for Services hereinafter defined.
 - c) LOOMIS EXPRESS requires the use of the Vehicle and the services of the Owner Operator to pick up and deliver various packages in conjunction with the services LOOMIS EXPRESS renders to its clients.
- NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration with the foregoing recitals and the terms and conditions hereinafter contained, LOOMIS EXPRESS and the Owner Operator agree as follows:

I-Defined Terms

The following terms (except as otherwise expressly provided or unless the context otherwise requires) for all purposes shall have the respective meanings hereinafter specified.

- a) “Commencement Date” shall mean the first day of service or so soon thereafter as the parties may agree in writing.
- b) “Specifications for Services” shall mean the standards and guideline provided by LOOMIS EXPRESS in relation to the services to be provided by the Owner Operator pursuant to this agreement, as set out in Schedule “B” annexed hereto and as amended from time to time in the sole reasonable discretion of LOOMIS EXPRESS.

- c) "Fees" shall mean the amounts to be paid to the Owner Operator in consideration for his performance of the services to be provided under this agreement, calculated in accordance with Schedule "A" annexed hereto.
- d) "Term" shall mean the period commencing on the Commencement Date and expiring _____ subject to early termination as provided in section 2.02 of this agreement.
- e) "Vehicle" shall mean the _____ Vehicle, Serial No. _____,
- f) Registration No. _____ owned by the Owner Operator, or any subsequent change in vehicle.

II-Expanded Meaning

In this agreement and in the Schedules to this agreement unless there is something in the subject matter or the context inconsistent therewith:

- a) the singular shall include the plural and the plural shall include the singular;
- b) the masculine shall include the feminine; and
- c) a reference to any statute shall extend to and include any amendments or re-enactments thereto.

III-Schedules

Attached to and forming part of this agreement are the following Schedules:

- a) Schedule "A" Fees
- b) Schedule "B" Specifications for Services
- c) Schedule "C" Minimum Payment
- d) Schedule "D" Additional Payments

IV-Headings

The section headings of this agreement are for convenience only and shall not effect construction or interpretation of any provision hereof.

GENERAL PROVISIONS

I-Agreement

LOOMIS EXPRESS hereby retains the services of the Owner Operator during the Term and any renewal thereof to pick up and deliver various packages or items in conjunction with the services LOOMIS EXPRESS renders its clients and in accordance with this agreement including the Specifications for Services. The Owner Operator hereby agrees to perform the services during the Term and any renewal thereof as set out in this agreement and to comply with the Specifications for Services. In consideration for performing the services as aforementioned, LOOMIS EXPRESS shall pay to the Owner Operator the Fees, which Fees shall be determined based on the volume of services performed by the Owner Operator in each payment period.

II-Termination

This agreement shall be terminated:

- a) upon the agreement of the parties;
- b) upon the expiry of thirty (30) days' notice by LOOMIS EXPRESS to the Owner Operator in the event of a failure by the Owner Operator to perform or observe one or more of the covenants, conditions or agreements to be performed or observed by him pursuant to

this agreement including by not limited to a failure to comply with the Specifications for Services;

- c) in the reasonable discretion of LOOMIS EXPRESS or the Owner Operator upon the expiry of thirty (30) days written notice to the other party.

The parties shall be relieved of their obligations pursuant to this agreement on the effective date of termination subject to their continued obligations in respect of any debts owing to the other party prior to the termination date and pursuant to Section 2.06 and Section 2.11.

III-Acknowledgment

LOOMIS EXPRESS and the Owner Operator hereby acknowledge and agree that this agreement is a contract for services and the Owner Operator shall for all purposes of this agreement be deemed a Dependent Contractor. This agreement shall not be construed in any respect to create between LOOMIS EXPRESS and the Owner Operator a legal relationship of partnership, employer and employee, master and servant or principal and agent.

IV-No Benefits

Notwithstanding the generality of Section III of this agreement, the Owner Operator shall not be entitled to any benefits or rights which would be afforded to an employee of LOOMIS EXPRESS or as outlined in the Canada Labour Code or any other federal or provincial statute, including but not limited to benefits such as vacation pay, holiday pay, company pension, Canada pension, dental or medical insurance, life insurance or unemployment or disability insurance.

V-Identifying Marks

The "LOOMIS EXPRESS" trademark, distinctive colors and designs used in connection with the business and services provided by LOOMIS EXPRESS shall remain at all times during the Term and any renewal thereof, the property of LOOMIS EXPRESS and any benefit associated with such use shall accrue wholly to LOOMIS EXPRESS. The Owner Operator during the Term and any renewal thereof shall be entitled to use the aforementioned "LOOMIS EXPRESS" trademark, distinctive colors and designs only with the consent of LOOMIS EXPRESS and in connection with the performance of services pursuant to this agreement.

VI-Filings

Subject to applicable law, the Owner Operator shall at his own expense if required, duly license and keep licensed the Vehicle with the relevant federal and provincial departments of transportation or any other governmental authority requiring registration of the Vehicle. The Owner Operator nominates LOOMIS EXPRESS as the Owner Operator's attorney during the Term or any renewal thereof, to the extent such acts are allowed by the relevant laws, to execute any documents, statements (financial or otherwise) or affidavits necessary for registration or filing pursuant to any federal or provincial laws, orders or regulations, as may be deemed advisable by LOOMIS EXPRESS, including but not limited to any filings necessary to obtain the appropriate motor carrier authority freight vehicle license authorizing transportation in the Vehicle of the goods delivered by LOOMIS EXPRESS customers to the Owner Operator for delivery pursuant to this agreement.

VII-Assignment

The Owner Operator during the Term or any renewal thereof shall not sell, assign, mortgage, pledge, hypothecate or otherwise encumber or suffer to exist a lien upon or against his interest in this agreement. Notwithstanding the foregoing, the Owner Operator shall be entitled to assign his interest in this agreement to a self-corporation wholly owned by the Owner Operator

and his immediate family, with the prior written consent of LOOMIS EXPRESS which consent shall not be unreasonably or arbitrarily withheld.

In the event of an assignment of the interest of the Owner Operator to a self-corporation as aforementioned, the corporation concerned shall be bound by the terms of this agreement as though he was an original signing party to this agreement.

VIII-Owner Operator's Waiver

To the extent permitted by law or statute and to the extent the same extends to and relates to this agreement as amended or renewed, the Owner Operator hereby waives the benefit of all provisions of any applicable business, labour and other statutes and regulations made in any and all provinces of Canada, which could in any manner relate to the Vehicle or affect, restrict or limit the rights of LOOMIS EXPRESS pursuant to this agreement. To the extent permitted by law or statute and to the extent the same extends to or relates to this agreement as amended or renewed, the Owner Operator also waives and assigns to LOOMIS EXPRESS, the right of any statutory exemption from execution or otherwise and further waives any right to demand security for costs in the event of any litigation between the owner Operator and LOOMIS EXPRESS.

IX-Monies Collected:

All monies collected by the Owner Operator in performing the services pursuant to this agreement shall be collected on behalf of LOOMIS EXPRESS and shall constitute debts due and owing by the Owner Operator to LOOMIS EXPRESS and shall be delivered and paid to LOOMIS EXPRESS on the date collected. All monies collected by the Owner Operator as aforementioned but not paid to LOOMIS EXPRESS on the date collected may at the option of LOOMIS EXPRESS be set off and deducted from any Fees owing to the Owner Operator pursuant to this agreement. Notwithstanding the foregoing, LOOMIS EXPRESS retains the right to sue the Owner Operator in debt for any funds collected on behalf of LOOMIS EXPRESS by the Owner Operator pursuant to this agreement and not delivered as aforementioned.

X-Indemnity:

- a) The Owner Operator shall comply with all laws, regulations and Specifications for Services related to this agreement, the Vehicle and the use thereof and pay when due all license fees, assessments, sales, use, property, business, excise and other taxes (other than income or corporate taxes payable by LOOMIS EXPRESS) now or hereafter imposed by any federal, provincial or municipal taxing authority in relation to the Vehicle or this agreement.
- b) The Owner Operator also assumes liability for and agrees to indemnify, protect, save and keep harmless LOOMIS EXPRESS, its directors, officers, agents, employees, invitees, licensees, successors and assigns (hereinafter collectively referred to as "LOOMIS EXPRESS") from any and all liabilities, obligations, losses, debts, damages, penalties, claims, actions, suits, costs and expenses (including reasonable legal expenses) of whatsoever nature and kind which may be suffered, imposed or incurred by LOOMIS EXPRESS at any time, caused by or indirectly related to or arising in relation to the Vehicle or the services provided by the Owner Operator during the Term or any renewal hereof, unless directly caused by the willful misconduct or gross negligence of LOOMIS EXPRESS;

OBLIGATIONS**I-Of Owner Operator**

During the Term or any renewal thereof the Owner Operator undertakes and agrees to:

- a) Provide and personally operate the Vehicle in the performance of services to be provided pursuant to this agreement;
- b) ensure that the Vehicle complies with security, licensing, cleanliness, insurance, mechanical, maintenance, advertising, safety, physical condition and appearance requirements of LOOMIS EXPRESS as set out in this agreement and in the Specifications for Services as amended from time to time;
- c) keep accurate records, account for and submit to LOOMIS EXPRESS on a daily basis a summary of the day's LOOMIS EXPRESS transactions along with all waybills, cash, cheques, money orders and other forms of payment received on behalf of and for delivery to LOOMIS EXPRESS;
- d) ensure that no charges or expenses accrue to LOOMIS EXPRESS for any reason in connection with the Vehicle or performance of services under this agreement by the Owner Operator;
- e) remit all applicable sums under federal and provincial laws with respect to the performance of its obligations and the provision of services under this agreement, including in the event the Owner Operator has assigned its interest with the consent of LOOMIS EXPRESS to a corporation wholly owned by the Owner Operator and his immediate family, any payments owing to the Canada Pension Plan or Unemployment Insurance;
- f) not to operate for commercial purposes pursuant to this agreement any motor vehicles other than the Vehicle without the prior written consent of LOOMIS EXPRESS;
- g) provide and maintain at its own expense, the Vehicle, all tools, machinery, supplies, fuels and oils necessary to perform the services undertaken by the Owner Operator pursuant to this agreement; and
- h) co-operate with LOOMIS EXPRESS in any administrative, regulator or transfer procedures necessary for the Owner Operator to become and remain licensed under the operating authority of LOOMIS EXPRESS.

II-Of LOOMIS EXPRESS

During the Term and any renewal thereof, LOOMIS EXPRESS undertakes and agrees to provide the Owner Operator and the Vehicle with the appropriate motor carrier authority freight vehicle licenses authorizing transportation of the goods provided by LOOMIS EXPRESS in connection with performance of services by the Owner Operator.

III-Other Business

In the event the Vehicle is used to transport freight for others during the Term or any renewal thereof, the LOOMIS EXPRESS vehicle markings, the "LOOMIS EXPRESS" trademark, distinctive colors and designs, license plates and operating authority shall not be displayed or relied upon.

INSURANCE**I-Liability and Damage Insurance**

The Owner Operator shall during the Term and any renewal thereof, without cost of expense to LOOMIS EXPRESS, continue to carry or cause to be carried public liability insurance and property damage insurance (exclusive of any manufacturer's product liability insurance) with respect to the Vehicle and in relation to the performance of services under this agreement including:

- a) motor vehicle public third party liability insurance in an amount not less than two million dollars (\$2,000,000) on any Vehicle utilized by the Owner Operator in providing services to LOOMIS EXPRESS under this agreement, and all statutory motor vehicle liability insurance required under applicable laws or regulations; and
- b) comprehensive third party liability insurance in an amount not less than two million dollars (\$2,000,000) per incident against claims arising out of bodily injury and death and from damage to or destruction of the property of LOOMIS EXPRESS and its customers and other insurance, including loss of use thereof, to cover such perils as LOOMIS EXPRESS may require, in such amounts and with such terms and conditions as are satisfactory to LOOMIS EXPRESS. This policy shall contain an endorsement specifically including any contractual liability on the part of the owner Operator agreed to in this agreement; and
- c) cargo insurance in the amount of twenty-five thousand dollars (\$25,000). If the Owner Operator so elects, he may purchase a bond for cargo insurance from LOOMIS EXPRESS at the cost of _____ per year to be paid to LOOMIS EXPRESS by the Owner Operator prior to the Commencement Date (see attached form).

A copy of each of the aforementioned insurance certificates shall be delivered to LOOMIS EXPRESS on the Commencement Date and shall confirm that LOOMIS EXPRESS has been included as a named insured under the subject policies.

II-Further Insurance

- a) The Owner Operator shall also carry during the Term and any renewal thereof, loss of interest and reconstruction insurance in an amount not exceeding one million dollars (\$1,000,000) on any one loss with a five hundred dollar (\$500) deductible provision. This policy or the appropriate policies shall insure the Owner Operator against any act, omission, liability or loss from any cause whatsoever, except arising from acts of God or war.
- b) The Owner Operator shall also carry during the Term and any renewal thereof, at its sole expense, insurance coverage in favour of LOOMIS EXPRESS in respect of the indemnity obligations of the Owner Operator as set out in Section 2.11(b) of this agreement. A copy of the aforementioned insurance certificate shall be delivered to LOOMIS EXPRESS on the Commencement Date and shall confirm that LOOMIS EXPRESS has been included as a named insured under the subject policies.

III-Reporting

Immediately upon becoming involved in a motor vehicle accident or becoming aware of any potential claim related to the services to be provided pursuant to this agreement, the Owner Operator shall report the accident or potential claim to LOOMIS EXPRESS.

MISCELLANEOUS

I-Notices

Any notices or demands required to be given herein shall be given to the parties in writing by fax or e-mail to be confirmed by courier delivery or delivered by hand at the addresses first above written or to such other address as the parties may hereafter substitute by written notice given in the manner prescribed in this section. Such notice shall be deemed to have been given one (1) day after the sending of such fax or e-mail and immediately upon delivery by hand.

II-Further Assurances

Each party shall promptly execute and deliver to the other party such further documents and take such further action as such party may request in order to more effectively carry out the intent and purpose of this agreement.

III-No Representations or Warranties

The parties acknowledge and agree that there are not representations, warranties, covenants or agreements other than those contained in this agreement.

IV-Time is of the Essence

Time is of the essence with respect with this agreement.

V-Non-Waiver

No waiver by LOOMIS EXPRESS of any Event of Default or failure to comply with the Specifications for Services by the Owner Operator shall constitute a waiver of any other default by the Owner Operator or a waiver of the rights of LOOMIS EXPRESS in respect thereto.

VI-Amendment

This agreement may not be amended except in writing and shall be binding upon and ensure to the benefit of the parties hereto, their successors and assigns. Any provision of this agreement which is unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

VII-Entire Agreement

This agreement and the Schedules attached hereto as amended from time to time, set forth the entire agreement between the Owner Operator and LOOMIS EXPRESS respect of the services to be provided hereunder.

SPECIFICATIONS FOR SERVICE

The Owner Operator hereby undertakes and covenants to perform the services pursuant to the agreement and to strictly adhere to the following guidelines:

THE OWNER OPERATOR SHALL:

1. be available for service at all times and places established from time to time by mutual agreement with LOOMIS EXPRESS;
2. have on hand an adequate supply of waybills, envelopes, flyers and other supplies required by the operating authority of LOOMIS EXPRESS;
3. prepare and submit accurate and honest reports to LOOMIS EXPRESS for the services performed pursuant to the Agreement on a daily basis;
4. submit billing copies of waybills relating to all pickups and proof of delivery copies of waybills relating to deliveries, where a copy is available, to LOOMIS EXPRESS at the end of each work day;
5. pick up and deliver every shipment of packages assigned by LOOMIS EXPRESS to the Owner Operator in accordance with the instruction standards of service set to LOOMIS EXPRESS;
6. be responsible for the loading, unloading, maintaining and servicing of the Vehicle and the verifying of all customer material;
7. discuss with LOOMIS EXPRESS any dispute respecting adjustments made to his waybill/stop totals for any day and accept any adjustments respecting the totals of the waybills/stop made in his presence;
8. present himself to work in a clean uniform at all times during service hours;
9. ensure that the Vehicle is clean, sound and in good working condition, with all advertising materials supplied by LOOMIS EXPRESS properly displayed;
10. ensure that the Vehicle continues to meet the specifications of LOOMIS EXPRESS as to colour, type, advertising and security;
11. drive the Vehicle in a safe, cautious and expeditious manner;
12. conduct himself in a polite and helpful manner while making pick-ups and deliveries on behalf of LOOMIS EXPRESS;
13. exercise extreme caution and care to prevent any packages from being lost, stolen, misplaced, misdirected, damaged or destroyed;
14. notify LOOMIS EXPRESS in the event of any accident that an accident has taken place and if necessary arrange for an alternate to maintain service scheduling and to perform the balance of services to be performed by him on behalf of LOOMIS EXPRESS under this agreement for the remainder of the day concerned;
15. not use any alcohol or drugs while performing the services under this agreement;
16. properly lock any door when leaving premises which the Owner Operator has gained access to by virtue of any keys supplied by LOOMIS EXPRESS or the customer concerned;
17. obtain the appropriate signature on the scanner as proof of delivery;
18. obtain the appropriate signature on the LOOMIS EXPRESS waybill or sub proof of delivery waybill, when unable to use the scanner;
19. make every effort to ensure that all parcels and envelopes are handled appropriately and with care;
20. report and record on the scanner any deliveries or pick-ups not completed exactly as instructed for any reason;
21. ensure that the Vehicle is kept locked and fully secured at all times;

22. not allow any passengers not authorized by LOOMIS EXPRESS in the Vehicle when performing the services pursuant to the agreement and delivering or picking up parcels on behalf of LOOMIS EXPRESS;
23. be responsible for ascertaining all of the service requirements necessary to perform as an Owner Operator to the satisfaction of LOOMIS EXPRESS;
24. provide a replacement driver or vehicle, when necessary, either of which must previously have been cleared and deemed acceptable to LOOMIS EXPRESS;
25. not disclose any information the Owner Operator might have access to that could decrease the ability of LOOMIS EXPRESS to service its customers;
26. exercise extreme caution and care to prevent the scanner from being lost, stolen, misplaced, damaged or destroyed;
27. notify LOOMIS EXPRESS immediately in the event the scanner does not work properly, to ensure timely corrective action is taken.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and first year first above written.

SIGNED, SEALED AND DELIVERED

By

In the presence of:

_____)

Name

_____)

Address

_____)

City/Province

_____)

LOOMIS EXPRESS

Per:

Occupation

SIGNED, SEALED AND DELIVERED

By

In the presence of:

_____)

Name

_____)

Address

_____)

City/Province

_____)

Occupation

*NOTE: Witness not required if executed under corporate seal by duly authorized signing authority.

SCHEDULE (C) – LIABILITY INSURANCE

The Owner Operator shall, at their own expense and without cost or expense to LOOMIS Express (Canada) Ltd., obtain and maintain during the term of this Agreement the following insurance in respect to the vehicle and in relation to the performance of services under this Agreement:

- a) Motor vehicle third party liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence on any vehicle utilized by the Owner Operator in providing services to LOOMIS Express (Canada) Ltd. under the terms of this Agreement together with any further statutory motor vehicle liability or other insurance which may be required under applicable laws or regulations;
- b) Comprehensive general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence against claims arising out of bodily injury or death or loss or damage to, or the destruction of property belonging to LOOMIS Express (Canada) Ltd. or its customers, including the loss of use thereof covering such perils as LOOMIS deems necessary and in such amounts and with such terms and conditions are reasonably acceptable to LOOMIS Express (Canada) Ltd. The Policy referenced herein shall contain an endorsement specifically covering the contractual liability of the Owner Operator under the terms of this Agreement.

The foregoing insurance must be placed with an insurer reasonably acceptable to LOOMIS Express (Canada) Ltd. The Owner Operator must further provide LOOMIS Express (Canada) Ltd. with a Certificate of Insurance evidencing the foregoing insurances prior to services being commenced. Said Certificates of Insurance evidencing the coverage's herein shall also contain the following provisions:

- a) LOOMIS Express (Canada) Ltd. will be added to said policies as an additional insured but only with respect to liability that may result from the performance of the Agreement;
- b) The Owner Operator and the insurers further agree to waive all rights of subrogation as against LOOMIS Express (Canada) Ltd.;
- c) The policies shall contain severability of interest and cross liability clauses;
- d) The Insurers will provide LOOMIS Express (Canada) Ltd. with thirty (30) days prior written notice of any cancellation or material change in the policies.

LETTER OF UNDERSTANDING A1

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
LOCAL 4005
(HEREINAFTER REFERRED TO AS THE "UNION")**

CONVERSION

Owner Operator to Hourly Conversion

In the event that the Company decides to convert any Owner Operator route(s) to hourly, the following shall apply:

- 1) The Company will provide at least ninety (90) days' notice of the conversion to the Union and the Union and the affected Owner Operator(s).
- 2) The Company will meet with the Union and the affected Owner Operator(s) to discuss any issues of mutual concern relating to the conversion.
- 3) The affected Owner Operator(s) will be given the first opportunity to accept any hourly route(s) resulting from the conversion or may exercise their seniority rights pursuant to the Collective Agreement or may elect to resign and accept a severance payment equivalent to two (2) weeks per year of service at the prevailing hourly driver rate. These options will also be available to any Owner Operator who is bumped by another Owner Operator as a direct result of the conversion. An Owner Operator who, by accepting an hourly route or otherwise exercising his/her seniority rights to bump into an hourly position, will be given credit for all continuous service since her/her original date of service for the purposes of the collective agreement.
- 4) If the Owner Operator requests, the Company will either assume responsibility for the vehicle leases of affected Owner Operator(s), or, if the Owner Operator(s) owns his/her vehicle, the Company will purchase it at fair market value (based on three (3) independent quotes paid for by LOOMIS), provided the vehicle was acquired or committed to by the Owner Operator prior the date of notice under paragraph 1 above.

If the vehicle is leased and there remains residual equity in the lease, the Owner Operator will be compensated accordingly.

- 5) The Company will indemnify the affected Owner Operator(s) for any reasonable and customary business expenses already incurred or committed to for the current year which are not otherwise recoverable by the Owner Operator, including insurance, benefits, permits and cancellation fees, provided such costs were incurred prior to the

date of notice under paragraph 1 above.

- 6) The Company will indemnify the affected Owner Operator(s) for any legal or accounting fees reasonably incurred as a result of the conversion, to a maximum of \$2,000 per Owner Operator.
- 7) It is understood that any Owner Operator that takes an hourly driving position as a result of these provisions will be awarded a forty hour per week position. If no such position exists, then the Owner Operator may exercise their rights to bump in the new classification.
- 8) If, prior to the notice under paragraph one (1) above, the Owner Operator has incurred indebtedness directly related to the operation of his/her vehicle which exceeds the equity in the vehicle, the Company will provide the Owner Operator with reasonable financing assistance relating to such indebtedness including, if necessary, a loan to a maximum of five thousand (\$5,000) subject to the conditions set out in paragraph seven (7) above.
- 9) Any dispute over the application of this Letter of understanding may be submitted to arbitration in accordance with Article 4 of the Collective Agreement.

Hourly to Owner Operator Conversion

- (1) Routes identified as future Owner Operator routes can be Designated and the Employees in these routes will be given the option of (1) accepting the conversion under the terms agreed to by the Company and the Union or (2) electing a severance payment equal to two (2) weeks per year of service at the Hourly Driver rate for their route.
- (2) If an Hourly Employee (not a Driver) is displaced and eventually loses his/her job as a result of this process, they will receive the same severance package at their rate of pay.
- (3) OWNER OPERATOR LANGUAGE

The Company will evaluate routes and route structures and determine which routes or combinations of routes will be designated as Owner Operator routes. If the routes to be converted are presently occupied by an Hourly Employee, the Company will notify the Union and the Employee by giving his/her three (3) months' notice of the intention to change the route to an Owner Operator route.

In the event the Company determines a current hourly route is to be converted in whole to an Owner Operator route, the Hourly Employee affected will have the option to become an Owner Operator or exercise his/her seniority.

If the Hourly Driver mentioned above elects to become an Owner Operator, the program below will apply. If the Hourly Driver chooses not to become an Owner Operator and elects to exercise his seniority, the new Owner Operator route will be posted for all Employees to bid upon as an Owner Operator route.

The Hourly Driver whose route or routes have been identified as an Owner Operator route will have the first thirty (30) days to make his/her decision.

If the Hourly Driver elects to become the Owner Operator they will be afforded the following:

- (1) If available, to purchase a Company truck of their choice at less than fair market value.
- (2) For the first six (6) months, the Company will agree to take the Company truck back for any reason except negligence, in the event the Owner Operator is unsuccessful with his route.
- (3) The newly converted Owner Operator will be afforded a credit limit of two thousand and five hundred dollars (\$2500) to defray start-up expenses for maintenance costs, subsidy payments or as a contingency fund for the first six (6) months of business, to be paid back to the Company within the first twelve (12) months of service as an Owner Operator in monthly/weekly installments, to be arranged by the Owner Operator and the Company. (Interest Free)
- (4) The Company shall reimburse to the new Owner Operator, the cost of an Accountant/ bookkeeper or financial advice up to a maximum of five hundred dollars (\$500.00), for assistance in setting up his/her business.
- (5) During the first six (6) months, the newly converted Owner Operator will be allowed the following: In a Company directed conversion, the Hourly Employee who will not, or cannot utilize his/her seniority, will be given two (2) weeks pay for each year of service with the Company (prorated), as his/her termination and severance should they choose not to elect recall status

At six (6) months the Owner Operator and the Company will assess the conversion and if the Owner Operator chooses not to continue as an Owner Operator, the following will apply:
 - (6) The newly converted Owner Operator will accept a termination and severance payment equivalent to two (2) weeks' pay for each year of service with the Company (prorated).
 - (8) This LOU and the ability to convert hourly employees, job, work, freight, routes etc. to Owner Operator is subject to any limitations in each provincial appendix including but not limited to any grandfathering language

LETTER OF UNDERSTANDING A2

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
LOCAL 4005
(HEREINAFTER REFERRED TO AS THE "UNION")**

PAYMENT FROM HANDHELD

During the term of this agreement, the Company intends to implement the paying of Owner Operators from the hand held device thereby eliminating paying from Owner Operator invoices.

The Company will work with the Union and Owner Operators to develop, test, and only if successful, implement the electronic payment.

It is agreed by both parties that a pilot project will be implemented at a branch of the Company's choice for a period of sixty (60) working days, in a branch in each province. At the expiration of the sixty (60) working days the Company will meet with a committee of no less than three (3) Owner Operators appointed by the Union, Unit Chair and/or designate for the purposes of studying and resolving any issues related to the program.

Should the electronic device fail and the company cannot recover the data for that day. The Owner operator will be paid the average over the last ten (10) working days for that day.

This program will not be implemented without the Union's approval in writing.

LETTER OF UNDERSTANDING A3

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
LOCAL 4005
(HEREINAFTER REFERRED TO AS THE "UNION")**

COMMUNICATION

The parties agree that Owner Operators in New Brunswick and Prince Edward Island will be provided with a twenty five dollar (\$25.00) per month payment, as compensation towards cellular phone expenses. It is understood that drivers must be contactable on their cell phones during working hours.

This payment will cease at the sole discretion of the company with 30 calendar days' notice to the union.

LETTER OF UNDERSTANDING A4

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
LOCAL 4005
(HEREINAFTER REFERRED TO AS THE "UNION")**

UNSUCCESSFUL OR NON-BILLABLE DELIVERY OR PICK-UP

The parties agree that if an Owner Operator attempts an unsuccessful/non-billable delivery or pick-up, they will be paid on their invoice, providing they fill out an exception code explanation document and have followed correct scanning process as per Company policy.

Management reserves the right to review and challenge all explanations given, and deduct payment accordingly for proven invalid explanations. This process must be challenged by the end of the business day following receipt of the Owner Operator's invoice, or the company forfeits the right to deduct pay.

LETTER OF UNDERSTANDING A5

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
LOCAL 4005
(HEREINAFTER REFERRED TO AS THE "UNION")**

SNOW DAYS

If an Owner Operator attended the branch, loaded their vehicle, went out and attempted to service their route, they will be compensated with their daily minimum payment provided they contact dispatch to inform them of the hazardous conditions prior to them returning to the branch.

If an Owner Operator has attended the branch, loaded their vehicle and they are unable to service their route, they will be permitted to work a minimum of 4 hours within the branch to reduce the impact for lost revenue that day. The work assigned will be based on the work available for the day in question including unloading of trucks. The work will be paid at the warehouse rate of pay for only those hours which have been worked.

If an Owner Operator attended the branch and did leave the facility at their own choice without management agreement regarding the circumstances, no compensation payment will be made.

If an Owner Operator does not attend the branch, no compensation will be paid (including daily minimums). The branch will not be making contact with the Owner Operator, however in the event that the branch does contact the Owner Operator, the Owner Operator shall be paid the daily minimum at the rate as outlined in the agreement for Owner Operators.

NB HOURLY SPECIFIC LANGUAGE

ARTICLE NB-B1 - SCHEDULING WORKING HOURS AND OVERTIME

NB-B1.01 Monthly Meeting to Maximise Hours for Posting

The Company and the Union designates at a depot shall meet monthly to review all hours available for the purpose of maximization to determine future postings or increases to existing postings.

The Company shall maximize all hours at each depot to provide the most full time eight hour shifts possible.

The Company must also maximize shifts of less than eight (8) hours in length by combining all available hours to build shifts as close to eight (8) hours as possible. This will include casual hours.

NB-B1.02 Work Week

The work week will be Monday through Sunday, consisting of five (5) consecutive days of work, eight (8) hours per day, forty (40) hours per week for all regular full-time employees, except as provided in clauses NB-B1.05 and B1.06.

NB-B1.03 Entitlement to Benefits

Any regular full-time or part-time Hourly Employees working twenty (20) hours or more per week shall be entitled to the full or pro-rated rights and benefits of this Collective Agreement.

NB-B1.04 Reporting Pay

Any full-time or part-time Hourly Employee ordered to report to work at a time specified by the Company, and who does report for work at the said time will be guaranteed a minimum of four (4) hours work or four (4) hours pay in lieu thereof; unless the Employee quits, or is discharged for just cause prior to the completion of four (4) hours. Any full-time employee who works beyond four (4) hours on his or her regularly scheduled work day will be paid according to the regular hours scheduled for that day unless the Employee quits, or is discharged for just cause prior to the completion of the shift.

NB-B1.05 Four Day Ten (10) Hour Work Week

Upon mutual agreement, in writing, between the Company and the Union, a shift comprising four (4) consecutive days and ten (10) consecutive hours per day, excluding lunch period shall be established.

NB-B1.06 Additional or Supplementing of Hours

Regular part-time Hourly Employees will be given the first opportunity by company seniority and by classification to supplement their hours of work.

NB-B1.07 No Split Shifts Without Union Agreement

No employee shall work splits shifts without the written agreement of the Union.

NB-B1.08 No Time Off in Lieu of Overtime

No employee shall be required to take time off in lieu of overtime hours worked.

NB-B1.09 Driver Route Information to be Posted

A chart indicating each route by number, class, area, current driver, scheduled hours and any other pertinent comments concerning each route shall be placed in a locale easily observed by all drivers within each branch and shall be updated when any of the posted information becomes invalid or is changed.

NB-B1.10 Overtime Rights and Rules

- (a) All time worked in excess of forty (40) hours per week and over eight (8) hours per day or ten (10) hours per day in a short work week will be paid at one and one-half (1-1/2) times the basic rate.

The Company will offer the qualified available Hourly Employee with the most company seniority in that classification overtime when such overtime occurs.

Any Hourly Employee who wishes to be considered for overtime assignments above must advise the Company in writing by signing the bi-weekly overtime list. Such overtime list shall be posted on the bulletin board by the Company on the Monday morning of the week prior to the next bi-weekly overtime period, such list shall come down and be finalized on the Friday morning of the week prior to the next bi-weekly overtime period. Such finalized list shall be posted on the bulletin board.

If there are no volunteers or employees signed up for overtime then the company can force the most junior employee in that classification to work the overtime.

- (b) Additional hours which are a continuation of a regularly scheduled run or shift are exempt from the provisions of Clauses NB-B1.10 (a). In this situation, overtime will be worked by the employee working that specific run or shift. An employee who cannot work continuation overtime due to family or other reasons shall be excused from performing the overtime.

The Company shall provide a minimum of two (2) hours' notice for mandatory overtime except in the event of an emergency where employees will be required to work on short notice. Where it is proven that the Company did have two (2) or more hours' notice but used the short notice requirement, then all overtime hours worked shall be paid at double time.

- (c) The maximum mandatory overtime will be ten (10) hours per month.

NB-B1.11 Paid Rest Periods

All Hourly Employees covered by this Collective Agreement shall, for each four (4) hour period or major portion thereof, have a fifteen (15) minute Company paid rest period.

NB-B1.12 Meal Breaks

All shifts over five (5) consecutive hours shall have a one half (½) hour unpaid meal break, between the third (3rd) and sixth (6th) hour, unless otherwise mutually agreed to by the Company and the Employee.

ARTICLE NB-B2 - HOLIDAYS**NB-B2.01 Statutory Holidays Observed**

The following Statutory Holidays will be observed with pay:

New Year's Day	Victoria Day	Labour Day	Christmas Day
New Brunswick Day	Canada Day	Thanksgiving Day	Boxing Day
Good Friday	Civic Day	Remembrance Day	

NB-B2.02 Holiday Paid in Addition to Vacation Pay

An Hourly Employee shall be paid for any statutory holiday falling during his/her vacation, in addition to vacation pay.

NB-B2.03 Day in Lieu

If a recognized holiday occurs during an Hourly Employee's vacation or on a regular day off, the Employee, by mutual consent, shall receive a day off with pay or a regular day's pay at straight time. Should the Employee choose a day off, it may be taken on the first working day following his/her vacation.

NB-B2.04 Eligibility

Eligible Employees are those Hourly Employees who are full-time and part-time Employees regularly scheduled to work a minimum of twenty (20) hours per week, and have been employed in excess of thirty (30) calendar days. An eligible Employee will be entitled to pay for the above noted holidays, although no work is performed, provided that on the regularly scheduled day preceding and the scheduled day following such holidays the employee is at work or on an approved leave of absence or vacation.

The employer will recognize reasons advanced by the employee for absenteeism on the regular scheduled work day preceding or following the holiday, and if deemed reasonable and legitimate, such holiday pay entitlement will be granted.

NB-B2.05 Payments for Statutory Holidays – Part Time Employees

Part-time Hourly Employees will be paid four percent (4%) of his/her previous thirty (30) days earnings for the holiday.

NB-B2.06 Payments for Statutory Holidays – Full Time Employees

Holiday pay will be computed by multiplying the Employee's basic hourly rate of pay by the number of hours worked in the Employee's regularly scheduled work day.

NB-B2.07 Four (4) Day Ten (10) Hour Work Week Holiday Pay

Those Employees working under a long day, short week agreement will receive their normal days' pay if the holiday falls on their regularly scheduled day of work. If the holiday falls on a non-regularly scheduled day of work, the Employee will receive ten (10) hours pay at the basic rate for his/her classification.

NB-B2.08 Payments for Shifts Start

If an Employee's normal shift starts prior to twelve (12) midnight of the day before the declared holiday, he/she will be paid at his/her regular scheduled rate. Any Employee commencing work before twelve (12) midnight of the declared holiday will be paid at time and one-half (1 ½ times) for the day worked in addition to the holiday pay but this will not apply if the Employee receives a day off in recognition of the holiday.

NB-B2.09 Proclamation of New Statutory or New General Holidays

In the event a statutory (general) holiday is proclaimed by the Federal Government such holiday shall also be observed if not already listed in the above holidays.

NB-B2.10 Determination of Holiday Pay

In the case of a general holiday falling on a Monday, Hourly Employees whose work week commences on Sunday, Sunday shall be their general holiday and their work week will then commence on Monday. In the case of a general holiday falling on a Friday, Employees whose shift commences on Thursday and ends on Friday, Thursday shall be their general holiday and their work week would then be completed on Thursday morning.

NB-B2.11 Separate Agreements for Remembrance Day

It is agreed for the Statutory Holidays of Remembrance Day, to facilitate operational needs, there may be the occasion that some Employees' shifts may be altered to accommodate the fluctuations in business. In these cases, the Employees will be given the day before or the day following the holiday or on a day mutually agreed between the Employee and the Company. The Company will utilize qualified junior employees or volunteers prior to utilizing senior employees.

ARTICLE NB-B3 - VACATION AND VACATION PAY**NB-B3.01 Posting of Seniority Lists for Vacation Purposes**

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

NB-B3.02 Vacation Selection, Approval and Posting

Each Hourly Employee will select his/her desired time for vacation, understanding that vacations cannot be taken until after January 1st. An Employee shall be required to select his/her vacation dates prior to March 31st of each year. Any Employee failing to select his/her vacation date, except for bona fide sickness or injury where the Company is unable to contact, shall forfeit his/her Company

seniority rights for vacation selection and will be required to wait until all other eligible Employees within the depot or Branch have selected their dates. Any Employee who wishes to change his/her selection after the 31st day of March will not be able to exercise his/her Company seniority rights on his/her revised selection, which shall require the Company's approval.

Such approval or disapproval shall be given in writing within fourteen (14) calendar days of the request.

The completed vacation schedule shall be posted by April 15th and copied to the Local Chairperson and Local Union office.

NB-B3.03 Percentage of Employees Allowed Off on Vacation

The Company shall permit at least ten percent (10%) of the Employees within each shift of each group at each depot and covered by this Agreement, to take vacation at the same time.

NB-B3.04 Splitting of Vacations

Employees may split their vacation weeks, if they so desire or take them consecutively to a max of two (2) weeks at any one time.

NB-B3.05 Splitting of Vacation Rules

Employees with more than three (3) years of service may split one week of their vacation per calendar year into days. Should an Employee elect this option, selection of these days will take place within fifteen (15) calendar days after all other employees within the Branch have had their opportunity to elect vacations outlined in Article NB-B3.02.

Employees may request to split up to five (5) additional days provided they are not utilized on consecutive weeks or between June 15 and September 15.

- (a) Understanding that seasonal lay-off period i.e. Christmas excluded in using up split days allotment.
- (b) Understanding that the additional 5 day split is not intended to be used on a consecutive basis to shorten the normal work week during the summer period (June 15 - September 15).

NB-B3.06 Vacation Pay

Full-time and part-time Hourly Employees who have completed one (1) year as regular Employees shall be entitled to vacation pay on or after their Company seniority dates. Regular full-time Employees only will be paid the greater of:

- (a) all amounts accrued to their vacation bank from the preceding January to December allocated over the number of hours of entitlement
- (b) or the vacation weeks entitlement at their current rate of pay

For Owner Operators that transfer to an hourly position, entitlement to vacation & vacation pay will coincide with the Owner Operator's anniversary date of transfer to hourly status.

Annual Vacation is prorated in the first year of employment based on the period of hire to December 31st.

NB-B3.07 Vacation Service Requirements and Entitlement

(a) Annual Vacation Entitlements

The vacation year commences on January 1st and ends on December 31st. Payment is based on the appropriate percentage of the previous year's gross earnings (regular and overtime).

Employees with LESS than one (1) year of continuous employment shall be entitled to the greater of one vacation day with pay for each 25 days worked or four percent (4%) of gross earnings at the time the vacation is taken. In subsequent years, employees will be entitled to vacation with pay based on the following chart:

(b) Employees hired after December 31, 2012

At the beginning of the calendar year, employees who have completed:

<u>Years of Service</u>	<u>Vacation Entitlement</u>
One (1) Year of continuous service	Two (2) weeks or 4%
Four (4) Years of continuous service	Three (3) weeks or 6%
Ten (10) Years of continuous service	Four (4) weeks or 8%
Twenty (20) Years of continuous service	Five (5) weeks or 10%
Twenty six (26) Years of continuous service	Six (6) weeks or 12%

(c) Employees hired before December 31, 2012

At the beginning of the calendar year, employees who have completed:

One (1) Year of continuous service	Three (3) weeks or 6 %
Four (4) Years of continuous service	Four (4) weeks or 8%
Ten (10) Years of continuous service	Five (5) weeks or 10%
Twenty six (26) Years of continuous service	Six (6) Weeks or 12%

Every employee is required to take vacation in the year of entitlement. Consideration will be given to the Company's priorities, servicing the needs of each department and the length of service of employees when scheduling vacations. Unused vacation will not be carried forward to future years and any outstanding vacation remaining at the end of the calendar year will be forfeit except under unusual circumstances and a carryover is subject to the written approval of the President.

Any employee who, due to sickness or injury, is unable to take or complete their vacation entitlement in that year will receive a payment of the outstanding amount which will be paid out at the beginning of the following calendar year.

NB-B3.08 Part Time Employees Vacation Pay

Regular part-time Employees will receive vacation pay to the percentage entitlement applied to their annual gross earnings for the anniversary year for which they are receiving their vacation in accordance with NB-B3.05 above.

NB-B3.09 Pay While on Vacation

Employees shall receive their pay as per the normal schedule while off on vacation via direct deposit subject to enough funds remaining in the employees vacation bank.

NB-B3.10 Call In or Working During Booked Vacation

Hourly Employees, while on vacation, cannot be called in to work unless the Employee agrees. When an Employee is called in, by mutual agreement, the Employee will have the right to negotiate his/her remaining vacation prior to returning to work.

NB-B3.11 No Accumulation of Vacation

Employees must take their earned vacation for which they are eligible, within the calendar year. No Employee will be permitted to accumulate vacation from year to year.

NB-B3.12 Full Time Credit for Vacation

For the purpose of determining when a full-time Employee qualifies for vacation and vacation pay, the parties agree that when a regular full-time Employee has worked a minimum of sixteen hundred (1600) hours in the first twelve (12) months following the anniversary date, the Employee will be eligible for vacations as set forth above.

NB-B3.13 Definition of a Years' Service

Sixteen hundred (1600) accredited hours will constitute one (1) years' service but no Employee will be permitted to accumulate more than one (1) years' service or additional fraction thereof in any single anniversary year.

NB-B3.14 Definition of Credited Hours

Credited hours will be those hours actually worked or credited as follows including: recognized holidays, vacations, funeral leaves, jury duty, leave of absence due to Union business and hours lost by reason of accident or illness during an anniversary year for a period not to exceed sixty (60) days or four hundred and eighty (480) hours if the Employee has less than sixteen hundred (1600) hours of work in that anniversary year to qualify for a vacation herein stipulated.

NB-B3.15 Credited Hours of Less Than Sixteen Hundred (1,600)

Regular part-time and those regular full-time Employees, who have been credited with less than sixteen hundred (1600) hours in their anniversary year, will be paid the appropriate percentage of their regular pay. That is, four (4) percent, six (6) percent, eight (8) percent, ten (10) percent, or twelve (12) percent based on their length of service, earned since their last completed anniversary year.

NB-B3.16 Vacation Pay When Dismissed or Quit

Any Employee who is dismissed or who voluntarily leaves the employ of the company shall have all accrued vacation monies paid out on the next regular pay period.

ARTICLE NB -B4 - HEALTH AND WELFARE**NB-B4.01 Plan Details**

The Company shall provide a comprehensive health and welfare plan as per the current structure, rules and levels.

The Company agrees to provide all Employees with current details and information covering all Employee benefit programs for which Employees covered by this Agreement are entitled to participate.

NB-B4.02 No Changes Allowed to Benefits or Plans

The company shall not lower, change, modify or delete any benefits in place during the term of this agreement without the Union's agreement. Should it be necessary to change benefit providers, and the composition of the benefit package is unable to be maintained in its current form, the parties agree to meet to resolve the issue prior to any change being implemented.

NB-B4.03 Benefit Booklets

The Company agrees to provide updated booklets and forms electronically.

NB-B4.04 Group Insurance Summary**LOOMIS EXPRESS P. 164780**

BASIC LIFE	2 x annual earnings Max: \$1,000,000 80 % of costs covered by TransForce and 20% of costs are paid by the employee
ACCIDENTAL DEATH & DISMEMBERMENT	2 x annual earnings Max: \$1,000,000 80 % of costs covered by TransForce and 20% of costs are paid by the employee
OPTIONAL LIFE	You have the option of purchasing additional life insurance for yourself, your spouse and your children. Spousal coverage is available in units of \$10,000 and child coverage is available in units of \$5,000. Evidence of insurability is required for employee and spouse. See the Group Insurance Enrollment Form and Rate Guide to apply.

<p>SHORT-TERM DISABILITY Salary continuance</p>	<p>Waiting period- Illness: 3 consecutive days Waiting period- Accidental injury: within 1 day of accident 75% of your weekly earnings Max: \$3,000 per week Benefits up to 26 weeks – Benefit payments are taxable</p>
<p>LONG-TERM DISABILITY</p>	<p>60% of monthly earnings Max: \$15,000 monthly Max. benefit period: to age 65 Waiting period: 182 days LTD benefits payable for 24 months if illness or injury prevents you from doing your own job and any occupation after 24 months. Employees pay the premium for long-term disability coverage which is <u>mandatory</u>. The premium is deducted from your pay. Benefit payments are non-taxable.</p>
<p>HEALTH CARE Drugs:</p> <p>Other Expenses: Deductible: \$100 Individual \$200 Family</p>	<p>Pay direct drug card issued upon eligibility. 80% coverage on first \$2,000 & 100% thereafter \$5 per prescription (DIN) deductible.</p> <p>Out-of-country coverage: 100% Hospital: 100% semi-private room Eye exam: \$45 every 24 months</p> <p>Paramedical: 80% reimbursement, combined max. \$1,000 per calendar year for physiotherapist, psychotherapist, chiropractor and speech therapist. All other covered expenses: 80% 80 % of costs covered by TransForce and 20% of costs are paid by the employee</p>
<p>DENTAL CARE</p> <p>Deductible: \$100 Individual \$200 Family</p>	<p>Preventive: 100% Basic: 80% Major: 50%</p> <p>Orthodontic: 50%, max \$2,000 lifetime for children under 19 Annual max. (except orthodontic): \$2,000 per calendar year 80 % of costs covered by TransForce and 20% of costs are paid by the employee</p>
<p>HEALTH CARE SPENDING ACCOUNT (HCSA) (to pay eligible medical/dental expenses not covered under plan)</p>	<p>Individual: \$350.00 each calendar year Family: \$700.00 each calendar year Amounts to be spent within 24 months of deposit. Employer deposits amount on the 1st of every year. Annual amount is pro-rated based on eligibility date.</p>

ARTICLE NB-B5 - SICK LEAVE BENEFITS

NB-B5.01 Calculation of Sick Days

Employees who work sixteen hundred (1600) hours or more per year and have completed one (1) year of service as a regular employee in the previous year shall, upon each anniversary year of employment, have four (4) days sick leave with pay placed in their sick leave bank. The sick days will be calculated based on the average number of regularly assigned / worked hours. Unused sick leave days will be paid out at straight time rate at the end of each anniversary year.

NB-B5.02 Part Time Employees Calculations

Regular part-time Employees will be credited with sick leave based on hours worked for each anniversary year of employment multiplied by a factor of .023. Unused sick leave days will be paid out at straight time rate at the end of each anniversary year.

NB-B5.03 No Loss of Seniority When Off Work

There will be no loss of Company seniority for Employees on medical leave of absence, illness, workers' compensation, except as may be mutually agreed upon in writing between the Company and the Union.

NB-B5.04 Payment for When Injured on the Job

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

NB-B5.05 Pay Out When Transferring to Owner Operator Status

Dependent Contractors who have transferred from hourly status will be paid out immediately upon signing.

NB-B5.06 Use of Sick Day Credits for Other than Being Sick

Employees will be eligible to use their sick leave entitlements for day care conflicts, family emergencies, and dental/medical appointments.

ARTICLE NB-B6 - HOURLY SENIORITY

NB-B6.01 Use of Seniority

Under the following conditions an Employee shall have the right to exercise his/her Company seniority to any position within their Group to which his/her Company seniority will entitle them at their location:

- (a) When his/her hours of work are reduced,
- (b) When his/her start or finish times are changed one and one half (1-1/2) hours or more except where a split shift is involved where the shift is changed one hour or more.

In the event a case of personal hardship can be substantiated the employee may by mutual agreement between the Company and the Union, exercise their seniority rights for a shift schedule change greater than fifteen (15) minutes.

NB-B6.02 Casual Employee Rules and Rights

(a) Casual Work in Seniority Order

Casual workers will be allotted work or called in for work in company seniority order by location.

(b) Usage of Casual Employees

Casuals shall be employed to relieve in positions occupied by regular full-time and part-time Employees or during overload or peak periods of work subject to item (b) below.

Without limiting the foregoing, the Company may call casual workers to relieve positions normally occupied by regular or part-time Employees who are absent from work for any reason. Casuals will be utilized to perform work outside of scheduled work periods and during overload or peak periods of activity, but shall not be used to circumvent the hiring of regular full-time or part-time Employees. Clauses 1.05 and 1.06 of the National collective agreement are applicable to casual workers. The above conditions include but are not limited to:

- i. Vacation relief,
- ii. Sick leave relief (W.C.B., weekly indemnity),
- iii. Leave of absence - education, maternity, compassionate,
- iv. Work that cannot be made part of an existing position except as provided in Clause NB-B6.02 (a).

(c) Posting of Casual Work and Hours As Full or Part Time Positions

Casual work shall be posted as a regular part-time or full-time position when any of the following applies:

- i. The work involves a minimum of twenty (20) hours per week for four (4) weeks in seven (7) or
- ii. The work has, after the fact, resulted in an average of twenty (20) hours per week for four (4) weeks in seven (7).

(d) Casual Employees Requirement to Provide Availability

In order to ensure the Company is able to schedule an adequate number of Hourly Employees on each shift, Casual Hourly Employees will provide the Company with their available dates on a bi-weekly basis.

(e) **Regular Employees Declaring Casual Status During Layoff**

A regular Employee who is laid off for lack of work may, at his/her option, have his/her name placed first on the casual call list. Such declaration shall be made in writing within five (5) calendar days of actual lay off. Regular Employees who elect to protect casual work shall maintain and accumulate Company seniority and benefits. Benefits will consist of continuous health and welfare items, i.e. Provincial Medical and Dental for a maximum period of sixty (60) days following the month of layoff.

(f) **Monthly Casual Lists and Requirements**

The Company shall provide to the Union, a monthly report of all casual workers showing branch, classification and number of hours worked during each pay period for the previous six (6) month period of this Agreement.

NB-B6.03 Probationary Employees

All new Employees shall be considered on probation during the ninety (90) days following the beginning of their employment. In the event that a casual worker secures a part-time or full-time position, he/she will be required to serve a probationary period of 514 hours with the Company which will include hours worked as a Casual Employee, if found unsuitable during this period, such Employee will not be retained in the service. Following completion of this ninety (90) day period, the Employee shall be placed on the seniority list and his/her Company seniority shall be established retroactively from his/her date of last hire.

NB-B6.04 Loss of Seniority

An Employee shall lose his/her Company seniority in any of the following events:

- (a) He/she is discharged for cause or during the probationary period;
- (b) He/she voluntarily leaves the employ of the Company;
- (c) He/she fails to report for work after a lay-off within five (5) working days following the recall date of return to work and notification by registered mail;
- (d) He/she fails to report to work for three (3) working days without notifying the Company, except for a bona fide emergency;
- (e) He/she is promoted and remains outside the bargaining unit for sixty (60) calendar days or longer;
- (f) He/she has been on lay-off for a period of twelve (12) months or longer;
- (g) He/she transfers to another district or terminal with the Company but outside the bargaining unit.
- (h) He/she fails to provide ongoing proof of disability every three (3) months while on a medical leave of absence (not WCB) or as otherwise required by the insurance carrier.

NB-B6.05 Forfeiture of Seniority

An Employee shall forfeit his/her Company seniority if he/she does not notify the Company and the Branch Shop Steward, in writing, of his/her choice to accept the layoff or to exercise their bumping rights within one (1) calendar week from the date the Employee is given notice of actual displacement or abolition of his/her position.

NB-B6.06 Job Posting While on Medical or W.C.B. Leave of Absence

For employees on a medical or W.C.B. leave of absence, it will be the employee's responsibility to be aware of any job postings.

ARTICLE NB-B7 - LAYOFFS**NB-B7.01 Seniority to Govern**

The Company and the Union accept the principle of seniority in lay-offs and recalls and agree that seniority will govern if the Employee possesses the required qualifications and ability, according to the following steps.

- (a) Casual Employees within a Group shall be the first to be laid off in reverse order of company seniority; no casual shall be able to bump any part time or full time employee.
- (b) A part time or full time employee with the least Company seniority within the group affected by the layoff shall have the option of accepting the layoff or exercising his or her seniority rights as follows.
- (c) The Employee may:
 - i. Exercise his/her Company seniority to bump any junior employee within the same group at the depot, or
 - ii. If no position is available at the depot, the employee may exercise his/her company seniority to bump an employee with less company seniority within the same group at any other location covered by this agreement. The employee in this case shall retain their company seniority upon transfer to the new location
- (d) If the Employee does not obtain a position through the exercise of seniority rights, the Employee shall be laid off.

NB-B7.02 Recall of Employees

When adding to the work force of Employees covered by this Agreement, any Employees previously laid off will be recalled on the basis of Company seniority by group and by depot if the Employee possesses the required minimum qualifications and ability to perform the job. Employees who wish to be considered for recall to a different Group at the Branch must submit a written standing application.

These Employees will be considered based on Company seniority if the position is not filled from within the Group at the Branch.

Part time and full time employees will be recalled prior to any casual employee regardless of seniority.

NB-B7.03 Notification of Recall

The Company will notify such Employees at their last known address by registered mail. If such Employees fail to report within five (5) working days after notification, the standing as an Employee of any such person failing to report within five (5) days will be forfeited.

NB-B7.04 Notice or Pay in Lieu of Layoff

In the event of a lay-off, Employees employed more than three (3) consecutive months will receive two (2) weeks' notice of such layoff or two (2) weeks' pay in lieu of notice.

NB-B7.05 Technological Change

The Definition of technological change to include operational and organizational change, the provisions of the Canada Labour Code to apply.

NB-B7.06 Severance Pay

All employees who have completed one (1) year of company service shall receive a severance allowance of two (2) weeks of regular pay for each completed (or major portion thereof) year of service.

If the Employee accepts the severance pay, then they will be stricken from the seniority list and will no longer be considered an employee of the Company.

NB-B7.07 Returning Employees

An Employee returning from vacation or leave of absence (including illness, injury, workers' compensation, maternity/paternity leave) shall resume his/her former position at his/her former Branch. Should this position be altered, then the rules outlined in Clause NB-B6.01 shall apply.

ARTICLE NB-B8 - SPECIAL LEAVES

NB-B8.01 Bereavement Leave

If a regular Employee suffers a death in the immediate family such Employee, upon request, will be granted such time off with pay as is necessary to make arrangements for the funeral, and to attend, not to exceed four (4) working days. If necessary, in case of members of the immediate family, funeral leave may be extended by an extra two (2) days. The extra two (2) days so granted are to be deducted from the employee's sick leave bank. This provision does not apply if the death occurs during the Employee's paid vacation or while the Employee is on leave of absence or lay off.

If the death occurs during an employee's paid vacation then the vacation days would then become bereavement leave and vacation days would be taken at a future point in time as mutually agreed by the employer and the employee.

For the purposes of this provision, the immediate family will be restricted to spouse (included is the spouse of an alternative lifestyle couple), parents, children, step children, sisters, brothers, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, grandchildren, step-parents, brother-in-law, sister-in-law and any relative in the Employees' domicile.

An employee who is notified during their shift of the death of any relative shall receive that day off or remainder of the day off with pay which shall not count against the bereavement leave entitlement.

NB-B8.02 Jury Duty

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

NB-B8.03 Leave of Absence

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

NB-B8.04 Maternity/Paternity Leave

An Employee will be granted a leave of absence from employment for the purpose of maternity, paternity and adoption leave as per the parental benefits in the Employment Insurance Act.

ARTICLE NB-B9 - JOB POSTING

NB-B9.01 Posting Requirements

(a) Posting and Awarding Process

When an Employee permanent vacancy occurs for any reason, the Company will post within five (5) days at all locations the appropriate depot or Branch, the said vacancy for five (5) working days, in order that the employees may bid for the vacancy in writing. Such notice shall provide information regarding the classification, route number if applicable, service area and scheduled hours. A copy of such notice will be forwarded to the Local Chairperson and Local Union Office. Selection will be on the basis of the Employee's seniority and qualifications. The senior qualified applicant will be awarded the position within five (5) working days of the closing of the posting. The posting will be awarded first by Company seniority within the Branch then the Province. The successful Employee or Owner Operator shall not be eligible to bid on another posted vacancy for a period of three (3) months from the date of his or her awarding of the position.

(b) New Position Start Date

Employees shall assume their new postings within (30) calendar days unless the Company can provide proof that they are unable to replace the affected position within the thirty (30) day timeline.

(c) Commencing of Position at a New Branch

If an Employee or Owner Operator is qualified and awarded the vacancy, he or she must be willing and available to commence duties at the new Branch within thirty (30) days of the position being awarded.

(d) Trial Period

All existing Employees or Owner Operators who are awarded a posted position must serve a sixty (60) day trial period in their new position. Unless requirements have changed, Employees or Owner Operators who have previously qualified will not be required to repeat the sixty (60) day trial period. Any Employee the Company determines does not qualify for an awarded position after a trial period will revert to their former position and rate of pay.

NB-B9.02 Work Schedule Changes

A work schedule change of one and a half (1.5) hours or less will not require job posting. In an emergency one-time situation a work schedule may be changed by more than one and a half (1.5) hours without the required one (1) week posting.

NB-B9.03 Notification of Successful Bidder

Eligible employees who apply for posted job vacancies shall be notified in writing of the name of the successful bidder. A copy of this notification will be given to the Local Chairperson and Local Union Office.

NB-B9.04 Temporary Vacancy Postings

Should a full-time or part-time Employee be absent from work for thirty (30) working days or more for legitimate reasons, his/her position will be posted as a temporary vacancy and awarded to Employees in order of Company seniority by group within that Depot. To be eligible to fill such a posted position, an Employee must be qualified for the position and in the case of a full-time Employee; he/she must have worked or trained in the position prior to the posting.

This procedure will apply for the duration of the full-time Employee's absence. Upon his/her return, those filling the vacancies created by the absence will return to their pre-absence positions.

NB-B9.05 Posting Rules

This entire Article will apply only to the filling of the original vacancy created, and the next vacancy thus created. All other resulting vacancies will be posted for forty eight (48) hours and will be awarded to the senior qualified Employee or Owner Operator as per NB-B9.01 above.

When hourly positions are restructured and the result is less or the same amount of positions after such restructuring then the positions shall be posted and awarded by company seniority in the affected group only.

Should an employee not secure a posting due to restructuring then they may exercise their rights as per NB-B7.01 (c) above.

Should the restructuring or movement of employees create a vacancy then NB-B9.01 above shall apply.

NB-B9.06 Reservation to Implement Changes to Position and Hours

The Company agrees to follow this posting procedure, but reserves the right to implement changes to the position. Altering of work hours may be done, in which case NB-B6.01 shall prevail.

NB-B9.07 Holding Two (2) Part Time Positions

Holding two (2) part time positions

Any part-time Hourly Employee may bid and successfully hold two (2) part-time positions up to a maximum of eight (8) hours a day. These positions may be bumped either as a whole or individually.

Each position will be paid as per the hourly rate of the posting should two (2) part-time positions be combined to create an eight (8) hour consecutive shift, then this position must be re-posted as a full-time position.

ARTICLE NB-B10 - EQUIPMENT

NB-B10.01 No Requirement to Operate Unsafe Vehicles or Equipment

The Company will not require Employees to operate any vehicle on the streets or highways that is not in a safe operating condition or equipped with safety appliances prescribed by law or that has not been passed by the Safety Inspection Board of the Department of Motor Vehicles, where applicable. It will not be a violation of this Agreement when the Employees refuse to operate unsafe vehicles or those not properly equipped as prescribed by law. All unsafe vehicles shall be locked out and red tagged.

NB-B10.02 Reporting of Vehicle and Equipment Malfunctions and Defects

Employees will immediately, or at the end of their respective shifts, report all vehicle malfunctions and defects of equipment. Such reports will be made on a suitable form furnished by the Company and will be made in multiple copies; one (1) may be retained by the Employee.

NB-B10.03 Unsafe Vehicle Process, Rights and Rules

The Company will not ask any Employee to take out a vehicle until it has been approved as being safe by the Company. In the event of a dispute over the condition of a vehicle, the matter shall be resolved after consultation between a member of Management and a certified mechanic. Such certificate shall be in writing.

NB-B10.04 Handcarts

Employee operated vehicles will be equipped with a handcart.

NB-B10.05 Company Responsibilities

It is the responsibility of the Company to maintain Company vehicles and equipment in good running condition.

NB-B10.06 Mandatory Vehicle Requirements

All vehicles will be equipped with adequate heaters, wipers and defogger. These will be kept in good operating condition at all times. The driver's area will include a protective barrier between the driver and the freight.

NB-B10.07 Windshield Washer Solution and Motor Oil

Windshield washer solution and motor oil shall be made readily available at all times at the Company's expense for Company vehicles.

NB-B10.08 Damage While Towing

Drivers will not be responsible for damage while towing or pushing a vehicle, if instructed to do so by the Company.

NB-B10.09 Obligation to Provide Competent People to Move Vehicles

The Company will provide qualified competent people to move vehicles on company property when required who shall do so in a safe and proper manner.

ARTICLE NB-B11 - MEDICAL EXAMINATIONS

NB-B11.01 Company Requested Examinations

Any medical examination requested by the Company shall be promptly complied with by the Employee, provided, however, that the Company shall pay for such examination.

NB-B11.02 Payment for Examinations

- (a) When a medical examination is required by the Company, other than a medical for pre-employment, for W.C.B. or Wage Indemnity, the Employee shall be paid for actual time involved not to exceed four (4) hours if during working hours.
- (b) Any Employee who drives a motor vehicle in the course of employment must take a medical examination to verify his/her right to drive such motor vehicle. Such examination not paid for under the Provincial Health Plan will be paid for by the Company.

NB-B11.03 Procedure When Employee Ruled Unfit

If, following a Company requested medical examination, any Employee is deemed physically incapable of carrying out his/her regularly assigned duties, the following procedures shall be followed:

- (a) The Company shall notify the Employee of the medical findings in respect to the Employee. Should the Union or the Employee disagree with the said findings,

the Employee, at his/her own expense, if such expenses are not covered by the Provincial Health Plan, shall have the right to be examined by his/her personal physician.

- (b) Where there is no agreement between the Company's physician and the Employee's physician on the condition of the Employee, the two (2) physicians shall select a medical consultant to examine the Employee with respect to the dispute.
- (c) The findings of the consultant shall be final and binding on all parties.
- (d) The remuneration of the consultation shall be borne by the Company if the decision is for the Employee and against the Company and by the Union if the decision is against the Employee.
- (e) Should the consultant deem the Employee to be capable of carrying on with his/her assigned duties, then the Employee shall not suffer any loss of earnings caused by his/her having been removed from, or temporarily suspended from his/her regularly assigned duties.

NB-B11.04 Disabled and Unfit Employees

- (a) The Parties will make every effort possible to locate a suitable position for an employee deemed physically incapable of performing his regularly assigned duties. Should an employee be reclassified as a result, he/she will be paid at the then existing rate of his new classification. All exceptions to the seniority provisions of the Collective Agreement must be mutually agreed upon in writing by the Parties. An employee placed on a job because of a disability will have their status reviewed at least annually, jointly by both parties. For the purpose of this Article, the parties shall be the Local President, National Representative and the Manager, Human Resources or designate.
- (b) In the event that no position can be identified to accommodate the employee, they will be placed on medical leave of absence without pay.
- (c) When an employee is cleared medically for light duty work, and there is no suitable position for the employee, the employee will be entitled to remain on Weekly Indemnity, as per the time limits of the benefits contract. In the event an employee is placed on a light duty position and is subsequently determined to be medically unsuitable, he/she may return to Weekly Indemnity with no impact on the plan.
- (d) An employee who is incapacitated as a result of on the job illness or injury will be entitled to Workers compensation and the prevailing WCB policy and practice regarding vocational rehabilitation shall govern.

NB-B11.05 Notification of Examination

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

NB-B11.06 Payment for Doctors Notes and Physician Form

If requested by the Company, the cost of obtaining a doctor's note or the completion of physician forms will be fully covered by the Company.

ARTICLE NB-B12 - MISCELLANEOUS**NB-B12.01 Discharge in Writing**

Employees who are discharged for cause will have their discharge and reasons for same, confirmed in writing. These Employees as well as Employees who terminate their employment voluntarily shall have all monies owing them paid per Canada Labour Regulations.

NB-B12.02 Proof of Driver's License

Employees employed in driving classifications shall be required to produce a valid driver's license and a Motor Vehicle Branch full search report upon request. Whenever the Company requires an hourly rated Employee to submit a driver abstract (not new hires) the Company will be responsible for any cost for that abstract charged by the Motor Vehicle Branch.

NB-B12.03 Customer Service Counters

The Customer Service counter positions at the main Branches in Moncton and Charlottetown shall remain part of the warehouse section. Wherever practical, the Company will follow this same practice in other branches.

ARTICLE NB-B13 – CLASSIFICATION, PENSION AND WAGES**NB-B13.01 Full and Regular Part-Time Hourly Employees**

April 1, 2017	0-12 Months	13-24 Months	25-36 Months	+ 36 Months
Warehouse Person	\$ 14.16	\$ 14.81	\$ 15.15	\$ 15.80
Sorter/Marker– Warehouse Person	\$ 15.11	\$ 15.78	\$ 16.12	\$ 16.78
Courier Driver	\$ 16.21	\$ 16.95	\$ 17.69	\$ 18.42
3/5 Tonne Driver	\$ 17.41	\$ 18.19	\$ 18.57	\$ 19.34
Relief Driver	\$ 17.50	\$ 18.28	\$ 18.68	\$ 19.45
Class 1 Driver	\$ 17.88	\$ 18.68	\$ 19.07	\$ 19.87
April 1, 2018	0-12 Months	13-24 Months	25-36 Months	+ 36 Months
Warehouse Person	\$ 14.58	\$ 15.25	\$ 15.60	\$ 16.27
Sorter/Marker– Warehouse Person	\$ 15.56	\$ 16.25	\$ 16.60	\$ 17.28
Courier Driver	\$ 16.70	\$ 17.46	\$ 18.22	\$ 18.97
3/5 Tonne Driver	\$ 17.93	\$ 18.74	\$ 19.13	\$ 19.92
Relief Driver	\$ 18.03	\$ 18.83	\$ 19.24	\$ 20.03
Class 1 Driver	\$ 18.42	\$ 19.24	\$ 19.64	\$ 20.47

April 1, 2019	0-12 Months	13-24 Months	25-36 Months	+ 36 Months
Warehouse Person	\$ 14.94	\$ 15.63	\$ 15.99	\$ 16.68
Sorter/Marker– Warehouse Person	\$ 15.95	\$ 16.66	\$ 17.02	\$ 17.71
Courier Driver	\$ 17.12	\$ 17.90	\$ 18.68	\$ 19.44
3/5 Tonne Driver	\$ 18.38	\$ 19.21	\$ 19.61	\$ 20.42
Relief Driver	\$ 18.48	\$ 19.30	\$ 19.72	\$ 20.53
Class 1 Driver	\$ 18.88	\$ 19.72	\$ 20.13	\$ 20.98
April 1, 2020	0-12 Months	13-24 Months	25-36 Months	+ 36 Months
Warehouse Person	\$ 15.31	\$ 16.02	\$ 16.39	\$ 17.10
Sorter/Marker– Warehouse Person	\$ 16.35	\$ 17.08	\$ 17.45	\$ 18.15
Courier Driver	\$ 17.55	\$ 18.35	\$ 19.15	\$ 19.93
3/5 Tonne Driver	\$ 18.84	\$ 19.69	\$ 20.10	\$ 20.93
Relief Driver	\$ 18.94	\$ 19.78	\$ 20.21	\$ 21.04
Class 1 Driver	\$ 19.35	\$ 20.21	\$ 20.63	\$ 21.50

- (a) **Casual Workers** – working less than twenty (20) hours per week shall be paid twenty five (.25) cents per hour less than the posted rate for their classification.
- (b) **Shift Differential** – All hours worked between 23:59 pm and 6:00 am are subject to a premium payment of ninety (.90) cents per hour:
- (c) **Lead Hand Premium** - one dollar and fifty cents (\$1.50) per hour, Lead Hands shall be selected by management but must be able to hold their hours, shift and job by seniority. Employees will be notified when a lead hand opening is available, a lead hand can hand back their appointment at any time and shall retain their posted position, shift and hours.

NB-B13.02 Payment When Working in a Higher Rated Position

Any Employee temporarily assigned to a higher rated position for a minimum of three (3) hours or fifty percent (50%) of their scheduled shift, whichever is less, shall receive the higher rate of pay for his/her entire shift, including any overtime hours worked.

NB-B13.03 Payment When Working in a Lower Rated Position

Any Employee temporarily assigned to a lower rated position shall not have his/her rate of pay reduced.

NB-B13.04 Direct Deposit

All Employees will be paid by direct deposit.

NB-B13.05 Payment of Payroll Errors

If an error occurs in the payroll computation of an Employee's pay cheque and the amount is equal to one (1) day's pay or more, he/she shall be entitled, on request, to receive same as soon as practicable but not later than three (3) working days after the error was reported; if the Employee is overpaid then he/she shall return said cheque or the overpaid amount within three (3) working days. In the event that

the same shortage of any amount occurs on two (2) consecutive paydays, then on request, the money will be paid within three (3) working days.

NB-B13.06 Printout of Hours Worked

At the request of an Employee, LOOMIS Canada will make available a printout stating the actual hours swiped by an Hourly Employee on the Friday prior to the pay period close.

NB-B13.06 New Categories of Employment

When new categories of employment for which rates of pay are not established by this Agreement, are put into use or effect, rates governing such categories of employment shall be subject to negotiations between the parties. The rate established shall be retroactive to the date of implementation. Should the parties not be able to reach an agreement, it is understood that the parties will defer the decision to an arbitrator, in accordance with Article 4 of the National collective agreement.

NB-B13.07 Defined Contribution Pension Plan

The Union and the Company agree to maintain the existing pension plan in place for the duration of the term of the collective agreement and until a renewal collective agreement is finalized.

Full time employees who have completed their 3 months probationary period are eligible to join the pension plan from their start date.

Employees who join the plan (non-mandatory) are required to contribute a minimum of 4% of earnings and the company makes contributions as follows:

- 1 to 5 years: 1% of annual earnings
- 6 to 9 years: 2% of annual earnings
- 10 to 14 years: 4% of annual earnings
- 15 years or more: 5% of annual earnings

Employees may make further voluntary contributions up to the employee's personal limit set by CRA; however, the company will not co-match any voluntary contributions.

Employees currently entitled to pension greater than that stated above will continue to receive their current pension entitlement; however, increased employer pension contributions will be in accordance with this amended schedule. The company co-match of the pension "PLUS" contributions will no longer be available.

COLLECTIVE AGREEMENT

BETWEEN



LOOMIS EXPRESS A DIVISION OF TRANSFORCE
(HEREINAFTER REFERRED TO AS “THE COMPANY”)

AND



UNIFOR
UNION OF CANADA (UNIFOR CANADA)

Local 4005 Nova Scotia
(HEREINAFTER REFERRED TO AS “THE UNION”)

THIS AGREEMENT entered into this _____ day of _____, _____

LOOMIS EXPRESS LTD COLLECTIVE AGREEMENT (NOVA SCOTIA APPENDIX)

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The parties agree that any headers added in the 2017 round of bargaining to the National Agreement or to any Provincial Appendix cannot be used to change or modify the intent of any existing article or language; such headers have been added solely for the purposes of readability and organization.

APPENDIX - NOVA SCOTIA

ARTICLE NS1 - UNION RECOGNITION

NS1.01 Steward Duties and Steward Requests

The union acknowledges that the steward has regular duties to perform on behalf of the employer.

NS1.02 Union Activities

The union agrees that there will be no union activities carried out during working hours, except those necessary in connection with the administration of this agreement, and/or grievable matters. Accredited representatives of the union shall have access to the Company's premises during normal working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the agreement is being adhered to, provided that there is no interruption of the company's working schedule.

In a situation which requires a union representative's attention during working hours he/she shall not leave his/her regular duties without first attaining permission to do so from their immediate supervisors. It is understood that the taking of such time away from the regular duties shall be kept to a minimum and that permission will not be unreasonably withheld. The union representative shall return to their regular duties as expeditiously as possible. The employer reserves the right to limit such time, if the time requested is unreasonable.

NS1.03 Union Bulletin Boards

The employer agrees to provide a bulletin board at each of its terminals for use by the union for posting matters relating to union meetings and other union business, provided that they are authorized by an officer of the union. The said bulletin boards shall not be located in any place where the general public has access.

NS1.04 Union Dues and Requested Deductions

The employer agrees to deduct from the pay of each employee who is a member of the Union or covered by this Agreement, the amount so deducted to such person as may be officially designated by the Union. The monthly dues remittance shall be accompanied by a list of certified employees on the payroll for the pay period in which the deductions were made. No deduction if under twenty (20) hours per week average. The employer will note on the remittance the reason why the member is not paying dues.

NS1.05 Employee Lists and Membership Cards

The employer shall furnish to the union a list of all new employees taken into employment by the employer. The union will supply the employer with deduction authorization forms and membership applications which shall be signed by all new

employees on date of hire. It will be the responsibility of the employer to ensure that all forms and membership fees are forwarded to the union treasurer within fourteen (14) calendar days from the date of hire. The employer shall, at the time of hiring, inform the employee as to his/her status regarding whether they are a full time or part-time employee.

NS1.06 Union Leave

The employer shall grant a leave of absence without pay to any employee who attends to essential union business. The union will give a minimum of fifteen (15) days' notice of such request. It is understood that a maximum of three (3) union members in any province will be allowed off at any one time. It is agreed that in the event of an emergency occurring, the executive and stewards of the local will be granted leave of absence upon request.

NS1.07 Union Representation Request by Employer

The employer may request that a union representative be sent to another branch for consultation. Such representative will be paid at a regular rate of pay for travelling time as well as for hours of consultation, up to a maximum of normal shift hours. The employer will assume all necessary expenses.

NS1.08 Printing of Collective Agreements

The company shall pay for all costs associated to print and distribute a new agreement to the membership. The Company shall ensure that all Employees and Owner Operators are provided with a copy of the agreement as soon as they are printed, or, upon hire. The local Union shall receive an additional allotment, and then as many as necessary upon request subject to availability. Should there not be any agreements left to be available to distribute then the Company will reprint the agreements so as to be able to distribute then the Company will reprint the agreements so as to be able to distribute the requested copies. In the last six (6) months of the agreement reprints will be 8.5 x 11 photo copies.

ARTICLE NS2 - VEHICLE SECURITY

NS2.01 Vehicle Security Procedures

Outlined below are the vehicle security procedures that will be followed by Owner Operators and Hourly Drivers:

- Vehicles used in the transport of shipments must have secure doors (front, side, rear and roll-up doors);
- Vehicles must be locked when shipments are being transported at all times;
- Custodial control of the shipments while on route, shall be the responsibility of the Owner Operator or Driver;
- Vehicles shall be locked at all times when unattended;
- Cargo vans require a lock on the back door and the Owner Operator or hourly driver is responsible to ensure this occurs and the lock is used;
- Cargo located on loading docks or ramps shall at no time be left unattended.

ARTICLE NS3 - UNIFORMS**NS3.01 Mandatory Usage**

It is imperative to protect the brand and the image of Loomis Express (Canada), Ltd. Therefore the wearing of Company-issued uniforms is mandatory for all hourly drivers and for all Owner Operators excluding line haul as a condition of maintaining a Business Agreement.

As a condition of employment, it is agreed that the prescribed uniforms will be worn whilst on duty, but the employee must cover the Employer identification at any other time.

NS3.02 Coveralls for Warehouse Employees

Warehouse staff will be provided coveralls if requested. Any hourly employee working in the warehouse who wishes to wear coveralls will be supplied with three (3) pairs of coveralls or overalls and the responsibility for cleanliness and repair shall be that of the employee. In addition, the company will supply any employee working in the warehouse with work gloves as required.

NS3.03 Company Paid Uniforms, Alterations and Replacement

The Company will pay for uniforms and any necessary alterations when such uniforms are required as determined by the Company. Uniforms will be replaced on an as-needed basis at the Company's expense.

NS3.04 Uniforms Property of Company

All uniforms are, and shall remain, the property of the Company, and the Employees and Owner Operators shall be expected to properly care for and keep same in good repair and condition at the Owner Operator's expense. All uniforms shall be returned to the Company upon termination of services or when requesting new issue as required.

NS3.05 Safety Footwear

- (a) The Company shall provide to all Employees and Owner Operators (excluding line haul) protective footwear where determined to be necessary by the Safety Committee.
- (b) Employees and Owner Operators purchasing their own footwear under this Article will be reimbursed the purchase price up to a maximum of one hundred and thirty five dollars (\$135) per year upon proof of purchase to cover the purchase of safety footwear once per year.
- (c) Protective footwear re-imbursement will be done through the payroll system or through a voucher system as a non-taxable benefit upon request.
- (d) During the probationary period, warehouse employees will be provided safety footwear as above. In the event the employee does not successfully complete the probationary period, advances forwarded will be deducted from the final pay on a pro-rated basis.

NS3.06 Uniform Allotments

- (a) The employer will provide a uniform, after probationary period, and will provide additional items as required by season.

Combination Summer and Winter Jacket	1	Short/ Long Sleeve Shirts	5
Trousers/ Shorts	5	Toque	1
Cap	1	Summer/ Rain Jacket	1

- (b) When shorts are worn, the following apparel must accompany the shorts:
- Black or brown safety shoes must be worn.
 - Loomis issue short sleeved shirt must be worn.
 - No running shoes or sandals may be worn in conjunction with this mode of summer dress.
- (c) One (1) rain jacket and pants will be provided per year for a driver servicing the bank charter aircraft

NS3.07 Women's Uniforms

Women will be provided with women's clothing.

LETTER OF UNDERSTANDING NS 1

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR CANADA)
(LOCAL 4005)
(HEREINAFTER REFERRED TO AS THE "UNION")**

COMMITMENT TO WORKING TOGETHER

The Company and the Union agree to the principle of working together to resolve problems relating to any article or clause of the agreement. To this end, the parties recognize that with selected problems, the Company and the Local Service or National Representative will be required to meet. In these cases, the Local Service or National Representative will coordinate with the Vice President, Human Resources the scheduling of the meeting.

LOOMIS EXPRESS SAFETY DIRECTIVE

Locations: All Locations Canada	Date: 1 August 2003	Reference PPE
Issued By: Jack Slyford, National Manager Health & Safety	Page 1 of 2	

Subject: The requirement for all employees, owner operators, contractors and visitors to wear Protective Foot Wear where there is a hazard of a foot injury in the workplace.

Scope: This directive establishes and documents the mandatory requirements for all employees; owner operators, contractors, and visitors to wear CSA approved protective footwear, where there is the possibility of a foot injury in the workplace.

No person will be allowed into a designated protective footwear area without wearing the prescribed safety footwear.

Where practical the local Health & Safety Committees may identify safe areas where nothing is

Responsibilities: The Area Service Manager is responsible for compliance to the requirements of this directive by all employees, owner operators, contractors and visitors.

The Service Centre Manager is responsible for implementation of and shall ensure compliance to the requirements of this directive. Including the installation of the appropriate signage.

Supervisors are responsible for ensuring that anyone granted access to the workplace is in compliance with this directive.

Sales Managers are responsible for ensuring that their employees are in compliance with this directive and that any customers that they bring onto the premises are in compliance with this directive.

The Branch Lead Hands are responsible for adhering to and ensuring that everyone in their area sector complies with the requirements of this directive.

The employees and owner operators working in the designated protective footwear area are responsible for adhering to this procedure.

Locations: All Locations Canada	Date: 1 August 2003	Reference PPE
Issued By: Jack Slyford National Manager, Health & Safety	Page 2 of 2	

The Health & Safety Committee members have responsibility to ensure that compliance with this directive is adhered to and the authority to enforce the directive.

Authorities

Section 125. (1) (I) Canada Labour Code Part II

COSH Regulation 12.5(1) Canada Labour Code Part II

CSA Standard Z195-M1984

H&S Policy 3-16 (5) & H&S Policy 3-17(13)

NOVA SCOTIA OWNER OPERATOR SPECIFIC

ARTICLE NS-A1 - HEALTH AND WELFARE INSURANCE

NS-A1.01 Plan Overview and Costs

The Company will provide each eligible Owner Operator with the option of participating in the following insurance to be administered in accordance with the terms, conditions, rules and regulations of the respective plans:

Major Medical (extended health benefit)

Dental Plan

Life Insurance

Accidental Death and Dismemberment

Voluntary Personal

Vision Care - \$350.00 per Owner Operator every 24 months

The parties agree that the Company is not the insurer and said insurance is provided on a voluntary basis. The Owner Operator shall pay 100% of the premium costs, which are subject to change without notice by the Insurer. On receipt of a change in rates from the Insurer, the Company shall notify the Union. The Company will deduct the premium costs of the insurance selected from the Owner Operator's invoice.

ARTICLE NS-A2 - OWNER OPERATORS' SENIORITY, BIDDING, REDUCTIONS

NS-A2.01 Seniority Dates

The purpose is to provide a policy governing bidding, reductions and recalls. Each Owner Operator will establish a Company service date (seniority), using the greater of:

- (a) Date of signing Business Agreement, and continuously working since then; or
- (b) Hourly rate seniority date if he is a transfer from an hourly rated position.

NS-A2.02 Seniority Lists

The Company shall post on the Union bulletin board, an up-to-date seniority list showing name, initials of the Owner Operator, date of service and will ensure that this list is maintained and kept up-to-date. The seniority list will be posted on or about March 31st, June 30th, September 30th, and December 31st of each year.

NS-A2.03 Owner Operator Reductions

When reducing Owner Operators at any location, the Company will replace the junior Owner Operator with the displaced senior Owner Operator, provided said senior Owner Operator fulfills the requirements of the route in question to the satisfaction of the management within fourteen (14) calendar days. In the event this is not possible, it is recognized bumping is not permitted.

NS-A2.04 Recall Procedures

For a period not to exceed twelve (12) months, a laid off Owner Operator, who is qualified and has the required vehicle, will be offered any vacancy that arises, in order of Company service date (seniority).

NS-A2.05 Posting Procedure

- (a) When a vacancy occurs for any reason, the Company will post within five (5) days at the appropriate depot or branch, the said vacancy for five (5) working days, in order that the Owner Operators may bid for the vacancy in writing. Such notice shall provide information regarding the classification, route number if applicable, service area and scheduled hours. Selection will be on the basis of the Owner Operator seniority. Seniority will be by branch or depot only.
- (b) Should the vacancy not be filled from the Owner Operators in the classification posted, employees outside the classification in the particular branch or depot may apply
- (c) No Owner Operator shall voluntarily and successfully apply for more than one (1) vacancy in a six (6) month period.
- (d) The above provisions will apply to the filling of the original vacancy created and the next vacancy thus created.

NS-A2.06 Loss of Seniority and Employment

An Owner Operator's service date (seniority) shall be forfeited and his service shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

- (a) His contract is terminated for just cause; or
- (b) He voluntarily resigns or quits; or
- (c) He retires or is retired; or
- (d) He is discharged and not reinstated through the Grievance Procedure; or
- (e) He is laid off for a period of the lesser of twelve (12) months or the length of the Owner Operator's service; or
- (f) He fails to respond to return to work within five (5) calendar days of his recall to his last known address or phone number on the Company's records or does not in fact return to work within fourteen (14) calendar days from the date of his response to the Company. The onus is on the Owner Operator to inform the Company of his current address and telephone number; or
- (g) Subject to legislation, he is absent from work for two (2) years as a result of an injury or until the Owner Operator reaches age 65, whichever occurs first.

ARTICLE NS-A3 - EQUIPMENT**NS-A3.01 Communication Security Deposit**

All Owner Operators shall be required to submit a security deposit for use of Loomis owned communication equipment or other equipment required in the performance of their services in the amount of two hundred dollars (\$200.00).

Such security deposit shall be forfeited in the event of loss or damage to such equipment resulting from the negligence of the Owner Operator. A further security deposit shall be required with respect to any replacement equipment. The security deposit shall not apply to Owner Operators who have a contract for service with Loomis Express (Canada), Ltd. as of January 14th, 2001.

NS-A3.02 Scanner Security Deposit

All Owner Operators shall be required to submit a security deposit for use of Loomis owned scanning equipment required in the performance of their services in the amount of eight hundred dollars (\$800.00).

Such security deposit shall be forfeited in the event of loss or damage to such equipment resulting from the negligence of the Owner Operator. A further security deposit shall be required with respect to any replacement equipment. The security deposit shall not apply to Owner Operators who have a contract for service with Loomis Express (Canada), Ltd. as of January 14th, 2001.

NS-A3.03 Grievance Procedure for Negligence Disputes

An Owner Operator who feels he has been unjustly accused of negligence shall have recourse through the grievance procedure contained herein.

NS-A3.04 Company to Supply and Install Decals

The Company assumes responsibility for the supply and installation of the decal kit.

NS-A3.05 Reporting of Driving and Parking Violations

All violations involving the Owner Operator's vehicle moving or parked must be reported, within 24 hours of the incident, to the Service Centre Manager.

NS-A3.06 Toll Bridge Allowance

All affected owner operators that are required on a regular basis to use either toll bridge as part of their route shall receive a monthly Toll Bridge allowance in the amount of twenty five (25) dollars.

NS-A3.07 Communication Allowance

Company to pay twenty-five (\$25.00) dollars per month as communication allowance per owner operator for business communication between owner operators and Loomis management. It is understood that in the event Loomis introduces alternate communication technologies at no cost to owner operators then this communication allowance shall cease. Communication to an owner operator cell phone should only be for emergencies, C.O.S. shipments and narcotics shipments. All other communications to an owner operator must be through the paging system.

ARTICLE NS-A4 - TRAINING**NS-A4.01 Courses and Training Outside of Scheduled Hours**

From time to time, Owner Operators will be required to attend training and/or educational meetings outside their schedule and these hours shall be paid at straight time at the Owner Operator special rate. Two (2) weeks advance notice will be given. A guaranteed minimum of four (4) hours pay for attending. If the owner operator is unable to attend the training session they will be required to attend at an alternative time, at the discretion of the Company, within two weeks of the original training date. The owner operator will be held out of service until the training is completed if the owner operator fails to attend the second training session. Further the training required shall be at the owner operator's expense.

NS-A4.02 Company Requirement to Train Owner Operators

The Company will ensure that all Owner operators are properly trained as to their full responsibilities and duties.

NS-A4.03 Company Mandated Defensive Driving Courses

The Company may require an Owner operator to attend a defensive driving course at the Company's expense.

NS-A4.04 Company Paid Replacement Driver Training

The cost for the company approved training and upgrading the skills or qualifications of one replacement driver per Owner Operator, approved by the Company, to comply with the requirements of the employer will be borne by the employer. Relief or Replacement drivers shall be paid at the hourly driver rate for the classification.

NS-A4.05 New Owner Operator and New Route Paid Training

When adding to the Owner operator group and or when any individual is on what to them is a new Owner operator route, they shall receive a maximum of 2 days training on the route for experienced Owner operators and a maximum of 5 days training for new Owner operators. During training the trainer will be paid the hourly special rate per hour and the new owner operator will receive full route revenue.

ARTICLE NS-A5 - MISCELLANEOUS

NS-A5.01 Securing of Vehicles

During the period of layover, the vehicle will be parked/secured in a designated secure parking area.

NS-A5.02 Voluntary Termination of Contract

Those Owner Operators who terminate their contract voluntarily shall have all monies owing them paid no later than the next scheduled payment day.

NS-A5.03 Owner Operator Contact Information

It shall be the responsibility of every Owner Operator to keep the Company and the Union informed of any and all changes of address or telephone numbers. Such information will be supplied in writing within three (3) working days of such change.

NS-A5.04 Terminations for Cause Confirmed in Writing

Owner Operators whose contracts are terminated for cause will have reasons for same confirmed in writing.

NS-A5.05 Company Not Responsible for Personal Property

The Company shall not be responsible for the loss, damage or destruction of the Owner Operator's personal property while such property is on the Company's premises, in vehicles or equipment, or in use on Company business.

NS-A5.06 Collective Agreement to be Provided

The Company will provide each Owner Operator a copy of the Collective Agreement, at the time of service commencement.

NS-A5.07 Route Conversions**OWNER OPERATOR TO HOURLY**

In the event that the Company decides to convert any Owner Operator route(s) to hourly, the following shall apply:

- 1) The Company will provide at least 90 days notice of the conversion to the Union and the affected Owner-Operator(s).
- 2) The Company will meet with the Union, and the affected Owner Operator(s) to discuss any issues of mutual concern relating to the conversion.
- 3) The affected Owner Operator(s) will be given the first opportunity to accept any hourly route(s) resulting from the conversion or may exercise their seniority to any junior owner operator route or may elect to resign and accept a severance payment equivalent to one (1) week per year of service at the prevailing hourly driver rate. These options will also be available to any Owner Operator who is bumped by another Owner Operator as a direct result of the conversion. An Owner Operator who, by accepting an hourly route or otherwise exercising his/her seniority rights to bump into an hourly position, will be given credit for all continuous service since his/her original date of service for the purposes of the collective agreement.
- 4) If the Owner Operator requests, the Company will either assume responsibility for the vehicle leases of affected Owner Operator(s), or, if the Owner Operator(s) owns his/her vehicle, the Company will purchase it at fair market value, established by a reputable dealer selected and agreed to by the Company and the Owner Operator, provided the vehicle was acquired or committed to by the Owner Operator prior the date of notice under paragraph 1 above. If the vehicle is leased and there remains residual equity in the lease, the Owner Operator will be compensated accordingly.
- 5) The Company will indemnify the affected Owner Operator(s) for any reasonable and customary business expenses already incurred or committed to for the current year which are not otherwise recoverable by the Owner Operator, including insurance, benefits, permits and cancellation fees, provided such costs were incurred prior to the date of notice under paragraph 1 above.
- 6) The Company will indemnify the affected Owner Operator(s) for any legal or accounting fees reasonably incurred as a result of the conversion, to a maximum of \$2000.00 per Owner Operator.
- 7) If, as a result of conversion, an Owner Operator incurs an unexpected income tax liability because of the inability to claim a reserve under the Income Tax Act with respect to the deferred income, the company will provide the Owner Operator with reasonable financing assistance relating to such tax liability including, if necessary a loan, subject to the following conditions:

- the Owner Operator must provide satisfactory proof that such loan is required for the above purpose;
 - the loan will be to a maximum of \$20,000 for a ¾ ton vehicle and \$25,000 for a one ton vehicle.
 - the Owner Operator shall sign a promissory note for the loan;
 - the interest rate shall be 2% above the prime rate as at the date the promissory note is signed;
 - the repayment schedule shall be based on an equal number of monthly installments of \$500.00 per month, unless the parties agree otherwise, provided the loan is repaid within a maximum twenty four (24) months;
 - the Owner Operator must have elected to become an hourly rated employee and must continue to be an employee of the company; if his/her employment is terminated prior to full repayment, the outstanding balance shall become due and payable upon termination.
- 8) If, prior to the notice under paragraph 1 above, the Owner Operator has incurred indebtedness directly related to the operation of his/her vehicle which exceeds the equity in the vehicle, the Company will provide the Owner Operator with reasonable financing assistance relating to such indebtedness including, if necessary, a loan to a maximum of \$5,000 subject to the conditions set out in paragraph 7) above.
- 9) Any dispute over the application of this article may be submitted to arbitration in accordance with Article 4 of the Collective Agreement.
- 10) It is understood that any Owner Operator that takes an hourly driving position as a result of these provisions will be awarded an eight (8) hour position.

HOURLY TO OWNER OPERATOR

- 1 Routes identified as future Owner Operator routes can be Designated and the Employees in these routes will be given the option of (1) accepting the conversion under the terms agreed to by the Company and the Union or (2) electing a severance payment equal to two (2) weeks per year of service at the Hourly Driver rate for their route.
2. If an Hourly Employee (not a Driver) is displaced and eventually loses his/her job as a result of this process, they will receive the same severance package at their rate of pay.
3. OWNER OPERATOR LANGUAGE

The Company will evaluate routes and route structures and determine which routes or combinations of routes will be designated as Owner Operator routes. If the routes to be converted are presently occupied by an Hourly Employee, the Company will notify the Union and the Employee by giving his/her three (3) months' notice of the intention to change the route to an Owner Operator route.

In the event the Company determines a current hourly route is to be converted in whole to an Owner Operator route, the Hourly Employee affected will have

the option to become an Owner Operator or exercise his/her seniority.

If the Hourly Driver mentioned above elects to become an Owner Operator, the program below will apply. If the Hourly Driver chooses not to become an Owner Operator and elects to exercise his seniority, the new Owner Operator route will be posted for all Employees to bid upon as an Owner Operator route.

The Hourly Driver whose route or routes have been identified as an Owner Operator route will have the first thirty (30) days to make his/her decision.

If the Hourly Driver elects to become the Owner Operator they will be afforded the following:

- (1) If available, to purchase a Company truck of their choice at less than fair market value.
- (2) For the first six (6) months, the Company will agree to take the Company truck back for any reason except negligence, in the event the Owner Operator is unsuccessful with his route.
- (3) The newly converted Owner Operator will be afforded a credit limit of two thousand and five hundred dollars (\$2500) to defray start-up expenses for maintenance costs, subsidy payments or as a contingency fund for the first six (6) months of business, to be paid back to the Company within the first twelve (12) months of service as an Owner Operator in monthly/weekly installments, to be arranged by the Owner Operator and the Company. (Interest Free)
- (4) The Company shall reimburse to the new Owner Operator, the cost of an Accountant/ bookkeeper or financial advice up to a maximum of five hundred dollars (\$500.00), for assistance in setting up his/her business.
- (5) During the first six (6) months, the newly converted Owner Operator will be allowed the following: In a Company directed conversion, the Hourly Employee who will not, or cannot utilize his/her seniority, will be given two (2) weeks' pay for each year of service with the Company (prorated), as his/her termination and severance should they choose not to elect recall status
- (6) At six (6) months the Owner Operator and the Company will assess the conversion and if the Owner Operator chooses not to continue as an Owner Operator, the following will apply:
- (7) The newly converted Owner Operator will accept a termination and severance payment equivalent to two (2) weeks' pay for each year of service with the Company (prorated).
- (8) This LOU and the ability to convert hourly employees, job, work, freight, routes etc. to Owner Operator is subject to any limitations in each provincial appendix including but not limited to any grandfathering language

NS-A5.08 Individual Negotiations

The Owner Operators and the Company will be able to negotiate individual rates above and below the minimum. The Union will be present for these meetings.

NS-A5.09 Owner Operator Business Agreements

The Owner Operator's Business Agreement will have a renewal date consistent with the Collective Agreement. Any Owner Operator or the Company may discuss issues of licensing, equipment, or compensation. The Union will be present at these discussions.

NS-A5.10 Owner Operator Loans

In the event of a major expenditure for business purposes, supported by the appropriate documentation, the Company will assist all Owner Operators by extending credit to all Owner Operators up to one thousand (\$1000.00) dollars. The Owner Operator is expected to make the repayment, within 12 months of receiving the funds, through payroll deductions.

NS-A5.11 Painting of Vehicles

If requested by the Company and the Owner Operator agrees, the Company will reimburse the Owner Operator up to half the cost (maximum \$500) for the painting of his/her vehicle.

Where the Company is changing the required colour scheme, the Company assumes the full cost of painting in accordance with the painting price available at an accredited auto body shop.

NS-A5.12 Company Requested Medical Exams

Any medical examination requested by the Company shall promptly be complied with by the Owner Operator, provided however, that the Company shall pay for such an examination, at the rate of \$20.00 per hour. The time and date of the examination to be decided by the Company.

NS-A5.13 Notice of Exams

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

ARTICLE NS-A6 - REPLACEMENT DRIVERS AND ABSENCES**NS-A6.01 Owner Operator Absence Procedures**

- (a) When an Owner Operator must be absent for emergency purposes it will be the responsibility of the Owner Operator to supply a relief driver. If the Company must supply a driver and a truck, the Company will retain the revenue for the relief period.
- (b) Should an Owner Operator be absent from their route with an illness or family emergency, and not supply a relief driver he/she must supply a doctor's note or documentation to substantiate the validity of the absence, or corrective action may be taken.

- (c) Should an Owner Operator have a vehicle breakdown while coming to work, and not supply a relief driver, she/he must supply valid documentation to substantiate that the breakdown occurred on the date of their absence.
- (d) The death of an immediate family member will be considered a bona-fide emergency.
- (e) The Company will provide a relief driver up to a maximum of four (4) occurrences per calendar year. Any doctor's note required by the Company will be paid for by the Company.
- (f) Owner Operators that for substantiated reasons such as mechanical breakdown and or illness are unable to continue servicing their route and MUST LEAVE for the remainder of the day shall be compensated at a pro-rated basis based on average daily earnings.

NS-A6.02 Relief Driver Discipline

Should any Owner Operator receive a letter of concern for the actions of their relief driver, the relief driver shall be deemed terminated from being an approved relief driver.

ARTICLE NS-A7 – MISCELLANEOUS OWNER OPERATOR ISSUES

NS-A7.01 Scanning Requirements

All waybills or scannable manifests on all shipments must be scanned where possible or manually entered where possible as applicable. Loose shipments must be scanned however pre-wrapped or bulk pickups of over fifty (50) pieces with a manifest do not have to be scanned, unless other practice in place in a province have different piece requirements. Individual package scanning on any pre-wrapped bulk shipments is not required but must be supported by manifest where applicable.

NS-A7.02 Invoice Discrepancies

Any discrepancies between an Owner Operator's invoice and the scanning information will be reviewed within forty-eight (48) hours of knowledge with the Owner Operator. The Company will ensure that all Owner Operators are trained as to their full responsibilities and duties.

NS-A7.03 Pay Shortages

For all pay shortages greater than seventy-five dollars (\$75.00) due to a Company error, a manual cheque will be issued within 48 hours. Any other shortages will be paid on the pay following notice to the Company of the shortage.

NS-A7.04 Late Trailer Notification

Whenever possible the Company agrees to notify all drivers by group text or email when trailers are going to be late.

NS-A7.05 Core Zone Charts

The Company agrees to post and distribute to each Owner Operator the agreed to Core Zone Charts for each province for each year of the collective agreement.

NOVA SCOTIA BUSINESS AGREEMENT

AGREEMENT ENTERED INTO AT THE CITY OF _____ ON THIS _____

DAY OF _____, 20 ____.

BETWEEN: **Loomis Express**

Having its head office at 201 Westcreek Blvd. Suite 200, Brampton. Ontario, L6T 5S6

Hereinafter called "Loomis"

AND:

(full name)

(address and postal code)

Hereinafter called the "Owner Operator"

WHEREAS Loomis, is a common carrier by motor vehicle which, in the regular course of its operations, requires the services of Owner Operators;

WHEREAS the Owner Operator has applied to Loomis to enter into an Agreement to supply transportation services with his/her own equipment on the terms and conditions hereinafter set out;

WHEREAS the Owner Operator warrants that he/she has the permits, equipment, skills and expertise necessary to operate commercial motor vehicles for the benefit of Loomis;

THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

TERM

This Agreement shall take effect on the date of its signature and shall continue in full force and effect until terminated by either party as a result of a breach of contract.

This Agreement may also be terminated, at the reasonable discretion of either party, by serving a written notice to that effect, thirty (30) days in advance.

FEES

The schedule of fees is attached to this Agreement as Schedule A. Deposits shall be made to the Owner Operator every two (2) weeks.

The remuneration paid to the Owner Operators includes an indemnity for vacation, indemnity for fringe benefits, funeral leaves and statutory holidays. It is the responsibility of the Owner Operator to pay such an indemnity as required by law.

PURPOSE OF THE AGREEMENT

This Agreement outlines the terms and conditions related to the provision of services in relation to customers of Loomis, to ensure that those services will be sufficient and to the satisfaction of Loomis and its customers.

OWNER OPERATOR'S OBLIGATIONS

The Owner Operator agrees to:

- (a) Maintain at all times valid permits and licenses as required by law, and abide by and operate within the limits of all related provincial and federal laws and regulations.
- (b) Obtain and maintain insurance coverage, as more fully described in Appendix A.
- (c) Promptly report any accident and any claim which could involve Loomis to the appropriate insurance carrier and to Loomis and fully cooperate with Loomis and any other person or persons appointed by or on behalf of Loomis in the investigation and settlement of any insurance claim.
- (d) Ensure that the best interests of Loomis and its customers are maintained through a safe, efficient and professional operation.
- (e) Provide, on a consistent and reliable basis, safe equipment and sufficient and satisfactory services to meet the business requirements of Loomis and its customers.
- (f) Make every reasonable effort to meet established delivery times unless otherwise prevented by severe weather, operational or other extraordinary circumstances beyond the control of the Owner Operator.
- (g) Where a replacement Driver is employed, provide at all times, licensed, competent, qualified personnel and make appropriate deductions and payments, as required by law, including deductions at source.
- (h) Recognize the right of Loomis to modify areas of service from time to time, where necessary for service or efficiency in accordance with the Bargaining unit CBA

The Owner Operator agrees that, in the performance of this Agreement, especially where he/she collects monies on behalf of Loomis, he/she shall assume all the legal obligations of a person charged with administration of the property of others.

GENERAL

It is expressly agreed between the parties that Loomis shall, in no way, be responsible to the Owner Operator or to third parties, for any services and/or supplies provided to the Owner Operator. In the event of a claim resulting from supplies or services so provided, the Owner Operator agrees to indemnify Loomis and to plead in its stead.

Loomis may require, from time to time, proof that the Owner Operator abides by any and all of his/her obligations. The Owner Operator will, upon demand, provide Loomis a written authorization to verify his/her status and discharge of his/her contractual obligations with any government or person.

Loomis hereby grants to the Owner Operator a license to use its trade name, trademarks and logo types, within his/her area of service and for as long as this Agreement will remain in force. The Owner Operator recognizes that he/she has no proprietary interest in same and where the equipment is withdrawn from service for any reason, all Loomis symbols, insignias, decals or other identification will be removed, prior to the release of final payments owing to the carrier.

The Owner Operator agrees that, during the term of this contract and in any case on termination thereof, he/she will not solicit any of Loomis's customers, nor will he/she compete directly or indirectly with Loomis, with respect to Loomis's customers, for a period of three (3) months following termination.

The Owner Operator and any Employee, partner or associate of the Owner Operator, may not be entitled to any benefits or rights which would be afforded to an Employee of Loomis, including but not limited to benefits such as company pension, governmental pension contributions, dental or medical insurance, life insurance, or unemployment or disability insurance.

Loomis and the Owner Operator hereby acknowledge and agree that this Agreement is a Contract for Services and the Owner Operator shall, for all purposes of this Agreement, be deemed a dependent contractor, solely for the purposes of the Canada Labour Code. This Agreement shall not be construed in any respect to create between Loomis and the Owner Operator, a legal relationship of partnership, employer and Employee, or principal and agent.

SIGNED, SEALED AND DELIVERED:

Loomis EXPRESS (CANADA), LTD.

By: _____

Witness: _____

Owner Operator: _____

Union Representative: _____

SCHEDULE "A"**Owner Operator Schedule of Fees**

Rates	April 1 2017	April 1 2018	April 1 2019	April 1 2020
Core Zone Rate	By Route	By Route	By Route	By Route
Stop Rate	\$2.08	\$2.15	\$2.21	\$2.27
Piece Rate	\$0.22	\$0.23	\$0.24	\$0.25
Quality Payment	April 1 2017	April 1 2018	April 1 2019	April 1 2020
98% to 100% AVD	\$16.89	\$17.40	\$17.84	\$18.29
95% to 97% AVD	\$5.78	\$5.96	\$6.11	\$6.27
100% Pick Ups	\$16.89	\$17.40	\$17.84	\$18.29
100%TDD	\$16.89	\$17.40	\$17.84	\$18.29
Total Potential	\$50.67	\$52.20	\$53.52	\$54.87
Minimums	April 1 2017	April 1 2018	April 1 2019	April 1 2020
City Van	\$246.07	\$253.46	\$259.80	\$266.30
City Cube	\$283.92	\$292.44	\$299.76	\$307.26
Rural Van	\$259.10	\$266.88	\$273.56	\$280.40
Rural Cube	\$309.95	\$319.25	\$327.24	\$335.43

Linehaul Loading and Unloading Payments

Owner Operators, when necessary that provide line haul offload and reload will be paid at the following rates per hour.

April 1, 2017	April 1, 2018	April 1, 2019	April 1, 2020
\$20.91	\$21.54	\$22.08	\$22.64

Unloading/ Loading of P&D units does not constitute line haul warehouse work.

Special Owner Operator Rate of pay

April 1, 2017	April 1, 2018	April 1, 2019	April 1, 2020
\$26.45	\$27.25	\$27.94	\$28.64

Loomis requested claims inspections

- Where a claims inspection is requested, a standard payment will be made when a properly completed Claims Inspection Report is filed with the Company.
- If a claims inspection is made and no other transaction is performed, the payment will cover the stop and claims inspection.

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

Ten (\$10.00) dollars plus stop and core zone rate

Travel Pay

Owner Operators or hourly employees using their own vehicle to travel will be paid \$0.22 km travel in addition to the rates above for class time and travel time. Owner Operators and hourly employees not using their own vehicle to travel will be paid at the rates above for travel time and for class time. Travel time calculated by industry mapping application (Google, Map Point, etc.)

Two Stops Paid for Pickup and Delivery

It is recognized that when performing a delivery and a pick at the same time is shall be counted as 2 (two) stops provided the pickup is not an empty pick up.

NOVA SCOTIA APPENDIX A**Liability and Damage Insurance**

The Owner Operator shall, at their own expense and without cost or expense to Loomis Express (Canada), Ltd., obtain and maintain during the term of this Agreement the following insurance in respect to the vehicle and in relation to the performance of services under this Agreement:

Motor vehicle third-party liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence on any vehicle utilized by the Owner Operator in providing services to Loomis Express (Canada), Ltd. under the terms of this Agreement together with any further statutory motor vehicle liability or other insurance which may be required under applicable laws or regulations.

Comprehensive general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence against claims arising out of bodily injury or death or loss of damage to, or in the destruction of property belonging to Loomis Express (Canada), Ltd. or its customers, including the loss of use thereof covering such perils as Loomis Express (Canada), Ltd. deems necessary and in such amounts and with such terms and conditions are reasonably acceptable to Loomis Express (Canada), Ltd. The policy referenced herein shall contain an endorsement specifically covering the contractual liability of the Owner Operator under the terms of this Agreement.

Cargo liability insurance on terms and conditions reasonably satisfactory to Loomis Express (Canada), Ltd. in an amount of not less than twenty-five thousand dollars (\$25,000).

The foregoing insurance must be placed with an insurer reasonably acceptable to Loomis Express (Canada), Ltd. The Owner Operator must further provide Loomis Express (Canada), Ltd. with a Certificate of Insurance evidencing the foregoing insurances prior to services being commenced. Said Certificate of Insurance evidencing the coverage herein shall also contain the following provisions:

Loomis Express (Canada), Ltd. will be added to said policies as an additional insured but only with respect to liability that may result from the performance of this Agreement.

The Owner Operator and the insurers further agree to waive all rights of subrogation as against Loomis Express (Canada), Ltd.

The policies shall contain severability of interest and cross liability clauses.

The Insurers will provide Loomis Express (Canada), Ltd. with thirty (30) days prior written notice of any cancellation or material change in the policies.

LETTER OF UNDERSTANDING NS A1

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR CANADA)
(LOCAL 4005)
(HEREINAFTER REFERRED TO AS THE "UNION")**

OWNER/OPERATOR HANDHELD DEVICE

Loomis Express (Canada) Ltd. has the goal of continuing to enhance the systems used to provide our customers with leading Customer Service through a superior track and trace system, "Handhelds".

In recent years, the handheld system has been introduced and has achieved this goal. It is further anticipated that Loomis Express (Canada) Ltd. will continue to provide enhancements to the handheld devices that will allow for the payment to the Owner Operators through this system.

The Company agrees to meet with the Union to discuss the new system, three (3) months prior to its installation. At this meeting the Company would review the process within the Handhelds and any changes that may be required to allow for the payment of the Owner Operators fees through the new system. The Company will demonstrate the accuracy of the system to the Union prior to implementation. In the event of any discrepancy in pay, the manual system will override the handheld device system.

It is understood that should the new system fail after it has been launched, the Company will revert to a manual system for the period in question.

LETTER OF UNDERSTANDING NS A2***BETWEEN***

**LOOMIS EXPRESS (CANADA) LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR CANADA)
(LOCAL 4005)
(HEREINAFTER REFERRED TO AS THE "UNION")**

FUEL ESCALATION

The Company and the Union agree to the following fuel escalation provisions.

Fuel Cost	3/5 Tonne	Cubes	Vans
\$0.70 - \$0.749		0.0325	0.0300
\$0.75 - \$0.799		0.0450	0.0400
\$0.80 - \$0.849		0.0575	0.0500
\$0.85 - \$0.899	0.0750	0.0700	0.0600
\$0.90 - \$0.949	0.0875	0.0825	0.0700
\$0.95 - \$0.999	0.1000	0.0950	0.0800
1.0000	0.1050	0.1000	0.0850
1.0500	0.1114	0.1060	0.0899
1.1000	0.1182	0.1125	0.0951
1.1500	0.1256	0.1194	0.1007
1.2000	0.1335	0.1268	0.1068
1.2500	0.1420	0.1349	0.1133
1.3000	0.1512	0.1435	0.1203
1.3500	0.1610	0.1527	0.1278
1.4000	0.1716	0.1627	0.1359
1.4500	0.1830	0.1734	0.1446

It is further agreed that should fuel costs go above those indicated here, that this formula shall expand accordingly.

The Company will establish on a weekly basis the fuel price based upon local current market values for those Owner Operators who do not purchase their fuel using the card lock system.

For those Owner Operators on the card lock system the fuel price will be based upon the letter of understanding on the card lock system and the average price will be the market value minus the benefits available under the card lock letter of understanding.

Owner Operators are encouraged to submit their fuel consumption on a daily basis through their Owner Operator invoice. If the fuel price falls below \$0.70/litre, there will be no fuel subsidy provided.

LETTER OF UNDERSTANDING NS A3

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR CANADA)
(LOCAL 4005)
(HEREINAFTER REFERRED TO AS THE "UNION")**

FUEL DISCOUNT

The Company and the Union agree to a Fuel Discount Program.
The fuel station program provides the following:

1. 4% rebate off the regular price at the pump for gasoline or diesel at service stations,

The Cardlock program provides the following:

The Owner Operator uses a card for the "Cardlock program".
This program requires purchases from Ultramar at the Burnside location.
The specific rebates are,

\$0.06 per litre rebate off the regular price of gasoline and \$0.09 per litre off the regular price of diesel using the "Cardlock" system at the Burnside Ultramar only.

LETTER OF UNDERSTANDING NS A4

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR CANADA)
(LOCAL 4005)
(HEREINAFTER REFERRED TO AS THE "UNION")**

RE-ROUTE

As of date of ratification, the Company shall when determining route status as to whether rural or city formula, use Canada post standards as to define rural or city basis.

LETTER OF UNDERSTANDING NS A5

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR CANADA)
(LOCAL 4005)
(HEREINAFTER REFERRED TO AS THE "UNION")**

SNOW DAYS

If an Owner Operator attended the branch, loaded their vehicle, went out and attempted to service their route, they will be compensated with their daily minimum payment provided they contact dispatch to inform them of the hazardous conditions prior to them returning to the branch.

If an Owner Operator has attended the branch, loaded their vehicle and they are unable to service their route, they will be permitted to work a minimum of 4 hours within the branch to reduce the impact for lost revenue that day. The work assigned will be based on the work available for the day in question including unloading of trucks. The work will be paid at the warehouse rate of pay for only those hours which have been worked.

If an Owner Operator attended the branch and did leave the facility at their own choice without management agreement regarding the circumstances, no compensation payment will be made.

If an Owner Operator does not attend the branch, no compensation will be paid (including daily minimums). The branch will not be making contact with the Owner Operator, however, in the event that the branch does contact the Owner Operator, the Owner Operator shall be paid the daily minimum at the rate as outlined in the agreement for Owner Operators.

NOVA SCOTIA HOURLY SPECIFIC**ARTICLE NS-B1 - SCHEDULING WORKING HOURS AND OVERTIME****NS-B1.01 Work Week**

Except as provided in Article NS-B1.06 and NS-B15.07, the work week maybe scheduled from Monday through Sunday. All times worked in excess of forty (40) hours in the week will be paid at time and one-half (1 ½) the basic rate. All time worked in excess of eight (8) hour per day or ten (10) hours per day in a short work week, will be paid at time and one-half (1 ½) the basic rate for the classification.

NS-B1.02 Pay for Scheduled Hours

Employees will be paid according to the hours scheduled.

NS-B1.03 Reporting Pay

Any employee ordered to report for work at a time specified by the employer, and who does report for work at the said time, will be guaranteed a minimum of four (4) hours of work or four (4) hours pay in lieu thereof; unless the employee quits, or is discharged for cause prior to the completion of four (4) hours.

NS-B1.04 Time Off in Lieu of Overtime

No employee shall be required to take time off in lieu of overtime hours worked.

NS-B1.05 Route Information

A chart indicating each route by number, class, area, current driver, scheduled hours and any other pertinent comments concerning each route shall be placed in a locale easily observed by all drivers within each branch and shall be updated when any of the posted information becomes invalid or is changed.

NS-B1.06 Shift Patterns, Supplementing of Hours and Overtime

Upon mutual agreement, in writing, between the employer and the union, a shift comprising four (4) consecutive days and ten (10) consecutive hours per day, excluding the lunch period, shall be established.

- a) Regular part-time employees will be given the first opportunity by group seniority and by classification to supplement their hours of work by indicating their desire to be called for additional hours.
- b) When additional hours worked can reasonably be foreseen as amounting to a maximum of eighty (80) hours in any one pay period, when included with the employee's regular schedule, the next senior part-time person will be offered the additional hours by classification.
- c) Part-time employee's hours will be averaged over the bi-weekly pay period. Time and one-half (1 ½) will be paid on hours in excess of eighty (80) in any one pay period.
- d) Additional hours which are a continuation of a regularly scheduled run or shift are exempt from this provision.

NS-B1.07 Company Paid Breaks

All employees covered by this Collective Agreement shall, for each four (4) hour period or major portion thereof, have a fifteen (15) minute Company paid rest period.

ARTICLE NS-B2 - EXTRA WORK**NS-B2.01 Bi-weekly Signup Sheets**

Each facility, branch, depot, & department shall post bi-weekly signup sheets for the Union Members in their facility.

NS-B2.02 Minimum Skills and Licences

All extra work shall be awarded on the basis of seniority only, understanding that the Union Member must possess the skills or licenses required for work being offered.

NS-B2.03 Extra Work to Supplement Part Time Hours

All extra work shall first be offered to part-time Union Members first to supplement their hours up to eight (8) hours in a day.

NS-B2.04 Extra Work Offered in Seniority Order

Once part-time have been utilized as above, the work shall then be offered to all union members on the basis of seniority.

NS-B2.05 No Conflict for Supplemental Hours Allowed

The additional supplemental hours offered to Union Members on the extra work roster cannot conflict with their regularly scheduled hours or shifts.

NS-B2.06 Extra Work List Refusal

In the event that an individual that puts his/her name on the extra work sheet and refuses offered work two (2) consecutive times, then the Company shall be under no obligation to call that individual in for extra work for the next sixty (60) days.

NS-B2.07 Extra Driving Work Rules

All extra driving work shall be awarded to on hand hourly drivers with the company reserving the right to reduce overtime hours. The extra driving work shall then be offered to owner operators on hand who have signed the extra work roster on the basis of seniority.

ARTICLE NS-B3 – STATUTORY HOLIDAYS**NS-B3.01 Statutory Holidays Observed**

The following statutory holidays will be observed with pay:

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

NS-B3.02 Statutory Holidays During Vacation

An employee shall be paid for any statutory holiday falling during his/her vacation, in addition to vacation pay.

NS-B3.03 Statutory Holidays During Regular Day Off

If a recognized holiday occurs during an employee's vacation or on a regular day off, the employee, at his/her option, shall receive a day off with pay or a regular day's pay at straight time. Should the employee choose a day off, it may be taken on the first working day following his/her vacation.

NS-B3.04 Statutory Holiday Eligibility

Eligible employees are those employees who are full time and part-time employees regularly scheduled to work a minimum of twenty (20) hours per week, and have been employed in excess of thirty (30) calendar days. An eligible employee will be entitled to be paid for the above noted holidays, although no work is performed, provided such employees work on the regularly scheduled day preceding and the next regularly scheduled day following such holidays. The employer will recognize reasons advanced by the employee for absenteeism on the regular scheduled work day preceding or following the holiday, and if deemed reasonable and legitimate, such holiday pay entitlement will be granted.

NS-B3.05 Statutory Holiday Pay

- a) For holiday pay, full-time employees will be paid by multiplying the employee's basic hourly rate of pay by the number of hours worked in the employee's regularly schedule work day.
- b) Holiday pay for part-time employees will be computed by multiplying the employee's basic hourly rate of pay by the average number of hours worked in their previous thirty (30) days worked prior.

NS-B3.06 Statutory Holiday Pay for Short Week Schedules

Those employees working under a long day, short week agreement will receive their normal day's pay if the holiday falls on their regularly scheduled day of work. If the holiday falls on a non-regularly scheduled day of work, the employee will receive ten (10) hours pay at the basic rate for his/her classification.

NS-B3.07 Payment for Shift Starts

If an employee's normal shift starts prior to twelve (12) midnight of the day before the declared holiday, he/she will be paid at his/her regular scheduled rate. Any employee commencing work before twelve (12) midnight of the declared holiday will be paid at time and one-half (1½) for the day worked in addition to the holiday pay.

NS-B3.08 Proclamation of New Statutory or General Holiday

In the event a statutory (general) holiday is proclaimed by the Federal/Provincial Government, such holiday shall also be observed if not already listed in the above holidays.

NS-B3.09 Statutory Holidays and the Work Week

In the case of a general holiday falling on a Monday, employees whose work week commences on Sunday, Sunday shall be their general holiday and their work week will then commence on Monday. In the case of a general holiday falling on a Friday, employees whose shift commences on Thursday and their work week would then be completed on Thursday morning.

ARTICLE NS-B4 - VACATION AND VACATION PAY**NS-B4.01 Posting of Seniority List for Vacation**

No later than the 15th of January of each year, the employer will post on the Union bulletin board a list of the employees in order of seniority.

NS-B4.02 Vacation Selection

Each employee will select his/her desired time for vacation, understanding that, vacations cannot be taken until after seniority date. Any employee shall be required to select his/her vacation dates prior to March 31st of each year. Any employee failing to select his/her vacation date, except for bona fide sickness or injury where the employer is unable to contact, shall forfeit his/her seniority rights for vacation selection after the 15th of February will not be able to exercise his/her seniority rights on his/her revised selection, which shall require the employer's approval.

NS-B4.03 Splitting of Vacation Weeks

Employees may split their vacation weeks, if they so desire or take them consecutively.

NS-B4.04 Vacation Allotments and Vacation Pay

Full time and part-time employees who have completed one (1) year as regular employees shall be entitled to vacation with pay on or after their seniority dates.

Years of Service	Entitlement in Weeks	% of Earnings
One (1)	Two (2)	4%
Five (5)	Three (3)	6%
Ten (10)	Four (4)	8%
Fifteen (15)	Five (5)	10%

NS-B4.05 Vacation Pay on Gross Earnings

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

NS-B4.06 No Call In While on Vacation

Employees, while on vacation, cannot be called in to work unless the employee agrees. When an employee is called in, by mutual agreement, the employee will have the right to negotiate his/her remaining vacation prior to returning to work.

NS-B4.07 Vacation Pay for Casual Employees

Casual workers are not entitled to time off with pay, but will receive four (4) percent of their gross wages for each calendar year.

NS-B4.08 Vacation Pay Upon Resignation

In the event that an employee leaves the employ of the employer, he shall receive four (4%) percent of his/her gross earnings he/she received while in the employ of the employer less any vacations paid. If an employee has completed five (5) consecutive years of employment, the employee shall be paid six (6%) percent of his/her wages for any completed portion of his/her sixth year of employment, less any vacations already paid. If an employee has completed ten (10) consecutive years of employment, the employee shall be paid eight (8%) percent of his/her wages for any completed portion of his/her tenth (10th) year of employment, less any vacations already paid. This shall not apply to employees retiring who will be paid in accordance with Article NS-B4.05.

NS-B4.09 Vacation Pay Prior to Taking Vacation

The Company agrees to pay vacation pay immediately preceding the vacation by separate direct deposit provided the employee has provided a minimum two (2) weeks written notice requesting same.

NS-B4.10 No Accumulation of Vacation

Employees must take their earned vacation for which they are eligible within twelve (12) months from the end of the anniversary year for which the vacation was earned. No employee will be permitted to accumulate vacation from year-to-year.

ARTICLE NS-B5 – PENSION, HEALTH AND WELFARE**NS-B5.01 Plan Overview and Costs**

- a) The employer shall provide comprehensive health and welfare insurance. The cost of which, to the employee, will be equivalent to one percent (1%) per month of the regular earnings.

The parties agree that the employer is not the insurer.

The insurance shall be administered in accordance with the terms, conditions, rules and regulations of the respective plans.

Those benefits include:

- Provincial Medical
- Major Medical
- Dental Plan
- Life Insurance
- Accidental Death and Dismemberment
- Weekly Indemnity - Short-term Disability
- Long-term Disability
- Felonious Assault Insurance
- Personal Accident (Optional)
- Pension

- Vision Care (\$350.00 per employee every 24 months)
- b) The employer will provide a drug card to use at a recognized pharmacy at the current deductibles.

NS-B5.02 Group Accident Insurance

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

NS-B5.03 Pension Plan

The employer will continue to provide a pension plan for eligible employees who were employed prior to the age of sixty (60) years.

NS-B5.04 Program and Plan Details and Information

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

NS-B5.05 Entitlement to Benefits

Any regular full time or part-time employees working twenty (20) hours or more per week shall be entitled to the full rights and benefits of this Collective Agreement.

ARTICLE NS-B6 - FELONIOUS ASSAULT

NS-B6.01 Felonious Insurance Amount

The employer will provide felonious assault insurance for all employees on the payroll from the date of employment in the amount of twenty-five thousand dollars (\$25,000.00).

ARTICLE NS-B7 - SENIORITY

NS-B7.01 Seniority Purpose

The purpose of seniority is to provide a policy governing work preference, lay-offs and recalls. Seniority of an employee means the duration of continuous service for the Employer, since his/her last hiring.

NS-B7.02 Seniority List Posting

The employer shall post, on the Union bulletin board an up-to-date seniority list showing names, initials of the employee, date of employment and will ensure that the list is posted on or about the 31st of March, 30th of June, 30th of September, and the 31st of December of each year. A copy of the seniority list shall be sent to the union.

NS-B7.03 Casual Seniority

Casual workers will not retain seniority.

NS-B7.04 Probationary Employees

All new employees shall be considered on probation during the ninety (90) calendar days following the beginning of their employment. After the termination of this ninety (90) day period, the employee shall be placed on the seniority list and his/her seniority shall be established retroactively from his/her date of last hire.

In the event that a casual worker secures a part-time or full time position he/she will not be required to repeat the probationary period outlined in Article 10.04 (a) provided he/she has worked 514 hours with the employer.

NS-B7.05 Loss of Seniority and Employment

An employee's seniority shall be forfeited and his employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

- a) in the case of voluntary resignation; or
- b) if he/she is discharged for just and reasonable cause; or
- c) If he/she is absent from work for three (3) consecutive working days without permission, or without reasonable justification, resulting in termination; or
- d) If he/she is laid off for a period exceeding twelve (12) calendar months; or
- e) If he/she is promoted and remains outside the bargaining unit for ninety (90) calendar days or longer.

NS-B7.06 Protesting Posted Seniority Lists and Dates

An employee may contest the seniority list within thirty (30) working days following its posting. Afterwards, the list shall become permanently official. There may be an exception to the above mentioned rule in the event that an employee is absent for a period of at least thirty (30) days following the posting of the seniority list.

NS-B7.07 Seniority When Employees Hired on the Same Day

All applications for employment within the bargaining unit will be date and time stamped to ascertain seniority in the case of multiple hiring's.

NS-B7.08 Job Posting While on WCB or Medical Leave

For employees on a medical or W.C.B. leave of absence, it will be the employee's responsibility to be aware of any job postings.

ARTICLE NS-B8 - LAYOFFS**NS-B8.01 Seniority to Govern**

The employer and the union accept the principle of seniority in layoffs and rehiring and agree that if the employee possesses the required license and ability that length of continuous service will govern.

NS-B8.02 Recall Prior to Posting or Hiring

Subject to NS-B7.05 (d), when adding to the work force of employees covered by this Agreement, those previously laid off will be recalled on the basis of seniority.

NS-B8.03 Notification of Recall

The employer will notify such employees at their last known address by registered mail. If such employees fail to report within five (5) working days from date of receipt, the standing as an employee of any such person failing to report within five (5) days will be forfeited. In the event of a layoff, employees employed more than ninety (90) days but less than one (1) year, will receive two (2) weeks' notice of such layoff or two (2) weeks' pay in lieu of notice.

NS-B8.04 Technological Change

The Company supports the requirements under the Canada Labour Code for a technological change. However, the Company believes Part (a) of the code definition Initiates Part (b) of the same definition.

NS-B8.05 Canada Labour Code Notice Requirements

In the event of a layoff, the employee will receive notice of termination and associated benefits as described under the Canada Labour Code – Section 235.[61](1)

ARTICLE NS-B9 - SAFETY AND EQUIPMENT – COMPANY OWNED VEHICLES**NS-B9.01 No Requirement to Operate Unsafe Vehicles or Equipment**

The employer will not require employees to operate any vehicle on the streets or highways that is not in safe operating condition or equipped with safety appliances as prescribed by law or that has not been passed by the Safety Inspection Board of the Department of Motor Vehicles, where applicable. It will not be a violation of this Agreement when employees refuse to operate unsafe vehicles or those not properly equipped as prescribed by law. All unsafe vehicles shall be locked out and red tagged.

NS-B9.02 Reporting of Vehicle and Equipment Malfunctions and Defects

Employees will immediately, or at the end of their respective shifts, report all vehicle malfunctions and defects of equipment. Such reports will be made on a suitable form furnished by the employer and will be made in multiple copies; one (1) may be retained by the employee.

NS-B9.03 Unsafe Vehicle Process, Rights and Rules

The employer will not ask any employee to take out a vehicle until same has been approved as being safe by the Employer. In the event of a dispute over the condition of a vehicle, the matter shall be resolved after consultation between a member of Management and a certified mechanic. Such certificate shall be in writing.

NS-B9.04 Handcarts

Employee vehicles will be equipped with a handcart, if required.

NS-B9.05 Company Responsibilities and Duties

Maintenance of the equipment in good running condition is the duty and the responsibility of the Employer.

NS-B9.06 Mandatory Vehicle Requirements

All vehicles will be equipped with adequate heaters, windshield wipers and defoggers. These will be kept in good operating condition at all times. The driver's area will include a protective barrier between himself and freight.

NS-B9.07 Windshield Washer Solution and Motor Oil

Windshield washer solution and motor oil shall be made readily available at all times at the employer's expense.

NS-B9.08 Speedometers and Fuel Gauges

The employer must keep speedometers and fuel gauges in proper working order and reasonably accurate.

NS-B9.09 At Fault Accidents and Discipline

Accidents for which the employee is at fault or for which his/her action or lack of action is a contributing factor, may result in disciplinary action.

NS-B9.10 Pay During Investigations

Employees shall be paid for all time lost during the investigation period relating to an accident in which that employee was involved, should it be found that that employee was not at fault. Any employee called in from suspension or held beyond their scheduled shift for cooperation into said investigation shall be paid straight time as per their classification for all time spent in attendance at the investigation.

NS-B9.11 Notification of Accident Investigation Results

Employees involved in accidents will be notified by the Safety Committee, through the employer, whether the accident was a preventable or non-preventable accident.

NS-B9.12 Damage While Towing

Drivers will not be responsible for damage while towing or pushing a vehicle, if instructed to do so by the employer.

NS-B9.13 Canada Labour Code Provisions

The Company shall apply the provisions of Part II of the Canada Labour Code, as amended from time to time, and any other applicable regulations. These regulations shall be considered the minimum acceptable standard.

NS-B9.14 Joint Health and Safety Committees

- a) There shall be a Joint Health and Safety Committee with a Union co-chair and a Company co-chair. The size of the committee shall consist of equal members of Management representatives and Union representatives. During all absences of the Union co-chair, the Company shall recognize an alternate co-chair designated by the Union.
- b) The committee shall meet to draft the terms of reference, which shall be posted.

The Health & Safety Committee shall meet monthly and the minutes shall be posted and forwarded to the Service Centre Manager and the Local Union

President. The duties of the committee will be as per Part II of the Canada Labour Code.

- c) Health and Safety bulletin boards shall be maintained and readily accessible at all work locations as per the CLC.

ARTICLE NS-B10 - SICK AND BEREAVEMENT LEAVE

NS-B10.01 Pay When Injured on the Job

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

NS-B10.02 Sick Leave Entitlement

Employees who have completed one (1) year of service as a regular employee shall upon each anniversary year of employment, have five (5) days sick leave with pay per year. Any unused sick days shall be paid out at the end of each anniversary year.

NS-B10.03 Banking of Sick Days

Employees with banked sick leave prior to date of ratification shall have said banked sick days grandfathered, or within thirty (30) days of ratification have the option of having said sick days paid out.

No banking of sick days after date of ratification.

NS-B10.04 Bereavement Leave

- a) Every full time or part-time employee shall be paid for scheduled working days missed in five (5) consecutive calendar days, in the event of the death of his/her spouse, common law spouse, child, father mother, brother, sister, father-in-law, mother-in-law, grandparents. Leave shall be taken within three (3) days of the death or knowledge thereof of the family member. Proper justification must be provided upon request.
- b) If the death occurs during an employee's paid vacation, the provision of NS-10.03 (a) shall apply. Vacation days would then become bereavement leave and vacation days would be taken at a future point in time as mutually agreed by the employer and the employee.
- c) This provision does not apply if the death occurs while the employee is on a leave of absence or layoff.
- d) Managers, at their discretion, may grant other unpaid bereavement leave. Such request not to be unreasonably denied.

ARTICLE NS-B11 - JURY DUTY

NS-B11.01 Payment for Jury Duty or Witness

When a full time or part-time employee is required to serve on a jury or is subpoenaed as a witness, the employee will be paid the wages he/she would normally have earned at work, but the employee shall reimburse the employer the

amount of the fees he/she will have received for the period served while on jury or witness duty.

ARTICLE NS-B12 - LEAVE OF ABSENCE

NS-B12.01 Process and Rules

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

ARTICLE NS-B13 - JOB POSTINGS

NS-B13.01 Posting Requirements and Rules

- a) When a vacancy occurs for any reason, the employer will post within five (5) days at the appropriate depot or branch, the said vacancy for three (3) working days, in order that the employees may bid for the vacancy in writing. Such notice shall provide information regarding the classification, route number if applicable, service area and scheduled hours. Selection will be on the basis of the employee's seniority within the classification. Seniority will be by branch or depot only.
- b) Should the vacancy not be filled from the employees in the classification posted, employees outside of the classification in that particular branch or depot may apply.
- c) No employee shall voluntarily and successfully apply for more than one (1) vacancy in a six (6) month period.
- d) The above provisions will apply to the filling of the original vacancy created and the next vacancy thus created. The resulting third vacancy may be filled by a full time employee.

NS-B13.02 Bumping Rights When Schedule Changes

In the event that an employee's schedule has been changed by two (2) hours or more or the said position has been cancelled, the said employee has the option of retaining the position at the new hours or the employee may bump any junior hourly employee within their branch or depot. Should no bump be available the employee may then bump any junior hourly employee in any other branch or depot within their bargaining unit.

NS-B13.03 Notification of Successful Bidder

Eligible employees who apply for posted job vacancies shall be notified of the name of the successful bidder, in writing.

NS-B13.04 Temporary Absence Postings

Should a full time employee be absent from work for thirty (30) working days or more for legitimate reasons, the position will be offered to the part-time employees in order of seniority within that depot for the duration of the fulltime employee's absence.

NS-B13.05 Transfers and Closures

- a) In the event that a branch or depot closes or a decision is made by the employer to transfer a route or position from one branch to another and employees be displaced as a result, each displaced employee may exercise his/her overall company seniority to obtain any junior hourly position in any other branch or depot covered by this agreement. Once a route or position is posted at the new location then this employee may post on the route or position.
- b) The Employer will not delay making this change for an unreasonable period of time.
- c) The entire provision will apply only to the filling of the original vacancy created and the next vacancy thus created. The resulting third vacancy may be filled by a full time employee.

NS-B13.06 Holding Two (2) Part time Positions

Any part-time Hourly Employee may bid and successfully hold two (2) part-time positions up to a maximum of eight (8) hours a day. These positions may be bumped either as a whole or individually.

Each position will be paid as per the hourly rate of the posting. Should two (2) part-time positions be combined to create an eight (8) hour consecutive shift, then this position must be re-posted as a full-time position.

ARTICLE NS-B14 - TRAINING**NS-B14.01 Company Mandated Defensive Driving Courses**

The employer will pay 100% of course fees for any accredited defensive driving course taken and successfully completed by the employee when requested and approved by the Employer.

NS-B14.02 Payment for Training Courses

From time to time, employees will be required to attend training courses and/or education meetings outside their scheduled hours and these hours shall be paid at straight time within their designated classifications. The Employer shall provide two (2) weeks' notice of such meetings.

NS-B14.03 Company Requirement to Train Employees

The employer will ensure that each and every driver is properly trained, (up to three (3) days), as to his/her full responsibilities and duties.

ARTICLE NS-B15 - MISCELLANEOUS

NS-B15.01 Layovers

On out-of-town routes requiring a layover period between the hours of 9:00pm and 6:00 am and extending beyond three (3) hours including the lunch period, the employer will provide suitable lodgings.

NS-B15.02 No Responsibility During Layover

During the period of layover, the employee is relieved of all responsibility for the vehicle and cargo and is free to come and go as he/she desires. The employee is in no way required to be on duty during such layovers. The vehicle will be parked / secured in a designated secure parking area.

NS-B15.03 Out of Town Routes

Employee scheduled on out-of-town routes requiring a non-scheduled layover due to Acts of God will be paid five dollars (\$5.00) per hour for each hour of layover outside their scheduled shift. The vehicle will be parked / secured in a designated secure parking area.

NS-B15.04 Drivers Licenses

If a driver's driving privileges are suspended or rescinded for any reason other than unpaid fines, the driver may be terminated for just cause.

NS-B15.05 Sundry

It shall be the responsibility of every employee to keep the employer and the union informed of any and all change of address or telephone numbers. Such information will be supplied in writing within three (3) working days of such change.

NS-B15.06 Pay During Collective Bargaining

The employer agrees that union negotiation members who would have normally been working during contract negotiations shall suffer no loss in pay while involved in negotiations. This provision will only apply to one (1) employee.

NS-B15.07 Terminations for Cause Confirmed in Writing and Final Pay

Employees who are discharged for cause will have their discharge and reasons for same confirmed in writing with a copy to the union. These employees as well as employees who terminate their employment voluntarily shall have all monies owing them paid no later than the next scheduled pay day.

NS-B15.08 Personal Property

The employer shall not be responsible for the loss, damage or destruction of an employee's personal property while such property is on the employer's premises, in vehicles or equipment, or in use while on the employer's business.

NS-B15.09 Hiring

The employer will provide each employee a copy of the Collective Agreement, at the time of hire.

NS-B15.10 Employee Lunchroom

- a) The employer shall allow the union to provide soft drink, coffee and similar vending machines, on the Employer's premises subject to the approval of the employer as to location.
- b) Maintenance of the employee's lunchroom will be the responsibility of the employer; however, employees agree to observe common courtesy, manners and rules of cleanliness in the use thereof.

ARTICLE NS-B16 - MEDICAL EXAMINATIONS

NS-B16.01 Company Requested Examinations

Any medical examination requested by the employer shall be promptly complied with by the employee, provided, however, that the employer shall pay for such an examination.

NS-B16.02 Payment for Examinations

- a) When a medical examination is required by the employer, other than a medical for pre-employment, for W.C.B. or M.S.I., the employee shall be paid for actual time involved, not to exceed four (4) hours if during working hours.
- b) In addition to the above procedure on Employer required medical examinations, the employer agrees that, where any employee drives a motor vehicle in the course of employment, he/she must take a medical examination to verify his/her right to drive such motor vehicle coming under the regulations of the Province of Nova Scotia and that such an examination not paid for under the Provincial Health Plan will be paid for by the employer.

NS-B16.03 Procedure When Employee Ruled Unfit

If, following an employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:

- a) The employer shall notify the employee of the medical findings in respect to the employee. Should the union or the employee disagree with the said findings, the employee, at his own expense, if such expenses are not covered under the Provincial Health Plan, shall have the right to be examined by his personal physician.
- b) Where there is no agreement between the employer's physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
- c) The findings of the consultant shall be final and binding on all parties.
- d) The remuneration of the consultant shall be borne by the employer if such costs are not covered under the Provincial Health Plan.

- e) Should the consultant deem the employee to be capable of carrying on with his/her assigned duties, then the employee shall not suffer any loss of earnings caused by his/her having been removed from, or temporarily suspended from his/her regular duties.

NS-B16.04 Reclassification Procedures and Rules

Should an employee be reclassified as a result, he/she will be paid at the then existing rate of pay of his/her new classification. In the event that no position can be identified to accommodate the employee, he/she will:

- a) Be placed on layoff (medical leave of absence without pay); or
- b) Qualify for participation in any of the employee benefit programs to which he/she is entitled to and is a participating member: or
- c) Qualify for Worker's Compensation if his/her incapacity resulted from an on the job illness or injury

NS-B16.05 Notification of Requested Examination

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

ARTICLE NS-B17 – CLASSIFICATIONS

NS-B17.01 Regular Full Time Employees

Any employee regularly scheduled to work forty (40) hours per week and who are available for eight (8) hours work on each day of their regularly scheduled work period shall be considered full time employees and will be paid forty (40) hours at the basic rate established for their respective classifications.

NS-B17.02 Regular Part-Time Employees

Part time employees shall be those who work twenty (20) hours or more per week, but less than forty (40) hours per week and will be paid at the basic rate established for their respective classification at a minimum of four (4) hours per shift.

NS-B17.03 Casual Workers

Casuals shall be employed to relieve positions normally occupied by regular or part-time employees who are absent from work for any reason. Casuals will be utilized to perform work outside of scheduled work periods and during overload or peak periods of activity, but shall not be used to circumvent the hiring of regular full time or part-time employees. The employer will provide the union with a list of hours worked by all casual workers on a monthly basis.

ARTICLE NS-B18 – CLASSIFICATIONS, PREMIUMS AND WAGES**NS-B18.01 Full Time/ Part Time Employees**

Warehouse				
	April 1 2017	April 1 2018	April 1 2019	April 1 2020
0 - 12 Months	\$11.56	\$11.91	\$12.21	\$12.52
13 - 24 Months	\$12.33	\$12.70	\$13.02	\$13.35
25 - 36 Months	\$13.10	\$13.49	\$13.83	\$14.18
37 - 48 Months	\$13.87	\$14.29	\$14.65	\$15.02
49 - 60 Months	\$14.64	\$15.08	\$15.46	\$15.85
Top Rate	\$15.41	\$15.87	\$16.27	\$16.68

Driver				
	April 1 2017	April 1 2018	April 1 2019	April 1 2020
0 - 12 Months	\$13.48	\$13.88	\$14.23	\$14.59
13 - 24 Months	\$14.38	\$14.81	\$15.18	\$15.56
25 - 36 Months	\$15.28	\$15.74	\$16.13	\$16.53
37 - 48 Months	\$16.18	\$16.67	\$17.09	\$17.52
49 - 60 Months	\$17.07	\$17.58	\$18.02	\$18.47
Top Rate	\$17.97	\$18.51	\$18.97	\$19.44

NS-B18.02 Casual Employees Wages

Casual workers will be paid at one dollar (\$1.00) per hour less than the entry rate for the classification.

NS-B18.03 Shift Premiums and Miscellaneous Rules

- a) All employees who are scheduled to work during the hours of midnight through 6:00 am, or any part thereof, will be paid an additional \$0.90 cents per hour for all hours worked during that shift.
- b) Full time and part-time employees will be paid at the same rate of pay for their existing classifications.
- c) Any employee temporarily assigned to a higher rated position for a minimum of three (3) hours or fifty percent (50%) of their scheduled shift, whichever is less, shall receive the higher rate of pay for his/her entire shift. Any employee temporarily assigned to a lower rated position shall not have his/her rate of pay reduced.
- d) When new categories of employment for which rates of pay are not established by this agreement, are put into use or effect, rates governing such categories of employment shall be subject to negotiations between the parties. The rate established shall be retroactive to the date of implementation. Should the parties not be able to reach an agreement, it is

understood that the parties will defer the decision to an Arbitrator, in accordance with Article 4.

NS-B18.04 Pay Shortages

For all pay shortages greater than seventy-five (\$75.00) dollars due to a Company error, a manual cheque will be issued within 48 hours. Any other shortages will be paid on the pay following notice to the Company of the shortage.

NS-B18.05 Lead Hand

- (a) A regularly scheduled employee, who technically directs, coordinates and supervises the work of employees under the direction of his/her supervisor within his/her particular unit or section. However, he/she shall not have the authority to hire, suspend, dismiss or discipline employees.
- (b) Lead hand premium one dollar and fifty (\$1.50) per hour, Lead Hands shall be selected by management but must be able to hold their hours, shift and job by seniority. Employees will be notified when a lead hand opening is available, a lead hand can hand back their appointment at any time and shall retain their posted position, shift and hours

COLLECTIVE AGREEMENT

BETWEEN



LOOMIS EXPRESS A DIVISION OF TRANSFORCE

(HEREINAFTER REFERRED TO AS "THE COMPANY")

AND



UNIFOR

UNION OF CANADA (UNIFOR CANADA)

LOCAL 4005 PRINCE EDWARD ISLAND

(HEREINAFTER REFERRED TO AS "THE UNION")

THIS AGREEMENT entered into this _____ day of _____, _____

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The parties agree that any headers added in the 2017 round of bargaining to the National Agreement or to any Provincial Appendix cannot be used to change or modify the intent of any existing article or language; such headers have been added solely for the purposes of readability and organization.

APPENDIX – PEI

ARTICLE PEI-1 - UNION RECOGNITION

PEI-1.01 Union Activities on Site

(a) Union Activities During Working Hours

The Union agrees that there will be no Union activities carried out during working hours, except those necessary in connection with the administration of this Agreement. Accredited Representatives of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Company's working schedule.

(b) Union use of Lunchrooms

The Company will allow the use of the lunchroom to conduct Union business, provided it does not disrupt the normal business operation and that such time is to be scheduled and kept to a minimum.

(c) Union Steward or Representative Rights During Working Hours

In a situation which requires a Union Representative's attention during working hours, he/she shall not leave his/her regular duties without first obtaining permission to do so from his/her immediate Supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum, and that permission will not be unreasonably withheld. The Union Representative shall return to their regular duties as expeditiously as possible. The Employer reserves the right to limit such time, if the time requested is unreasonable.

PEI-1.02 Union Bulletin Board

The Company agrees to provide a locked, glass enclosed bulletin board at each of its terminals for use by the Union for posting matters relating to Union meetings and other Union business, provided they are authorized and the documents are signed by an Officer of the Union. The said bulletin board shall not be located in any place where the general public has access.

PEI-1.03 Lists of New Employees and Owner Operators

The Company shall furnish to the Union a list of all new Hourly Employees taken into employment, and Owner Operators contracted to the Company. The Union will supply the Company with deduction authorization forms and membership applications which shall be signed by all new Hourly Employees on the date of hire, or date of contract in the case of Owner Operators. It will be the responsibility of the Company to ensure that all forms and membership fees are forwarded to the

Union Treasurer within fifteen (15) business days from the date of completion. The Company shall inform, at the time of hiring, the Hourly Employee as to his/her status regarding whether they are a full-time or part-time Hourly Employee.

PEI-1.04 Company Request for Unit Chair or Representation to Travel

The Company may request that a Union representative, including the Local Unit Chairperson, be sent to another branch for consultation. Such representative will be paid at the regular rate of pay for travelling time as well as for hours of consultation, up to a maximum of normal shift hours for an Hourly Employee or Owner Operator. The Company will assume all necessary expenses within Company policies, such policies in place as of March 2009 will be considered the minimum payable.

PEI-1.05 No Separate Agreements

The Company agrees not to enter into any Agreement or contract with the Hourly Employees or Owner Operators individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement will be null and void.

PEI-1.06 Owner Operator Deemed to be Employee

A Dependent Contractor (Owner Operator) is deemed to be an "Employee" of the Company as defined by the Labour Code of Canada, Part I. Rules and guidelines and applicable Articles are located in Appendix "A" of this Agreement.

PEI-1.07 No Use of Personal Vehicle

No member of the Union shall use their personal vehicle to conduct any company business (excluding Owner Operators' regular Loomis Express work vehicle, rentals, or other temporary route replacement vehicles).

PEI-1.08 Responsibility to Update Personal Information

It shall be the responsibility of every Owner Operator and Hourly Employee to keep the Company and the Union informed of any and all changes of address or telephone numbers. Such information will be supplied in writing within three (3) working days of such change.

PEI-1.09 Company Provided Information and Lists

The Company shall provide to the local Union office an updated list of all Hourly Employees and Owner Operators name, current address, email, and phone number, electronically on a quarterly basis.

PEI-1.10 Quarterly Labour Management Meetings

The parties commit to address mutual concerns and issues with semi-annual labour-management meetings in Moncton.

PEI-1.11 No Obligation to Purchase Vehicle

The Company shall not require, as a condition of continued Hourly employment, that an Employee purchase a truck, tractor and/or trailer or other vehicular equipment, or that an Hourly Employee purchase or assume any proprietary interest or other obligation in the Company business.

PEI-1.12 No Contracting Out

Warehouse staff will prepare the loads and unloads of all freight. No contractor shall perform warehouse work at Loomis facilities unless otherwise specified.

PEI-1.13 Use of Casual Employees

The Company will create a casual pool of employees and will hire to fill warehouse vacancies but will however, continue to use temporary agency personnel in emergency situations.

PEI-1.14 Union Business Leave

The Company shall grant a leave of absence to attend essential Union business: without pay for any Hourly Employee, or Owner Operator. The Union will give a minimum of fifteen (15) days' notice of such request. It is understood that a maximum of three (3) Union members will be allowed off at one time. It is agreed that in the event of an emergency occurring, the Executive and Stewards of the Local will be granted leave of absence upon request.

PEI-1.15 No Evasion of Agreement

The Company agrees it will not use any leasing equipment/driver for the purpose of evading this Agreement.

PEI-1.16 Collective Agreement Printing and Distribution

The Company shall pay for all costs associated to print and distribute a new agreement to the membership. The Company shall ensure that all Employees and Owner Operators are provided with a copy of the agreement as soon as they are printed, or, upon hire. The local Union shall receive an additional allotment, and then as many as necessary upon request subject to availability. Should there not be any agreements left to be available to distribute then the Company will reprint the agreements so as to be able to distribute the requested copies. In the last six (6) months of the agreement reprints will be 8.5 x 11 copies.

ARTICLE PEI-2 - WORK CONDITIONS**PEI-2.01 Clean and Sanitary Washrooms**

The Company agrees to maintain at its terminal clean and sanitary washrooms, having hot and cold running water with toilet facilities available to all Union Members.

PEI-2.02 Union Provided Vending Machines

Lunchrooms -The Company shall allow the Union to provide soft drink, coffee and similar vending machines, on the Company's premises, subject to approval of the Company as to location.

PEI-2.03 Clean Lunchrooms

Where lunchrooms are provided for use by all employees, the Company shall ensure the area is clean and properly ventilated. Maintenance of these areas will be the responsibility of the Company; however, all employees agree to observe common courtesy, manners and rules of cleanliness in the use thereof.

PEI-2.04 Emergency Showers

Where necessary to comply with Transportation of Dangerous Goods Regulations, the Company will have showers at those Branches.

PEI-2.05 No Responsibility for Property

The Company shall not be responsible for the loss, damage or destruction of Employee's personal property while such property is on the Company's premises, in vehicles or equipment, or in use on Company business.

PEI-2.06 One Route and One Vehicle Restrictions

No Owner Operator shall have more than one (1) route or vehicle at any time in employ of the company.

The parties agree to grandfather Ron Arsenault from application of the one vehicle / one route rule. This Owner Operator cannot expand beyond his current situations and must pay double dues to the Union while operating the second vehicle or route. Once this Owner Operator gives up or loses his second route then they shall be reduced permanently to having to abide by the one vehicle / one route rule. This Owner Operator may only use his seniority for application to the main route or vehicle that he works or operates.

PEI-2.07 No Absentee Owner Operators Permitted

No Owner Operator shall be an absentee Owner Operator and work elsewhere during regular working hours. Owner Operators are bound and regulated by the vacation and leave of absence provisions of this agreement.

PEI-2.08 Owner Operator Vacation Coverage

The Company agrees to continue the current process of using hourly employee's to cover Owner Operator runs when Owner Operators are away for vacation when the hourly employees are available. The Owner Operator will receive no revenue for the route when the Company uses an hourly employee and a Company or rental vehicle.

When more than one Owner Operator is requesting certain days off the Company will accommodate such requests in seniority order.

The Union agrees to explore the option of allowing outside third party contractors to provide route coverage as a means to providing vacation relief.

ARTICLE PEI-3 - UNIFORMS

PEI-3.01 Uniform Rules

It is imperative to protect the brand and the image of Loomis Express (Canada), Ltd. Therefore the wearing of Company-issued uniforms is mandatory for all hourly drivers and for all Owner Operators excluding line haul as a condition of maintaining a Business Agreement.

(a) Uniforms Property of Company

All uniforms are, and shall remain, the property of the Company, and the employees and Owner Operators shall be expected to properly care for and keep same in good repair and condition at the Owner Operator's expense. Uniforms will be replaced on an as-needed basis at the Company's expense.

(b) Returning Uniforms

All uniforms shall be returned to the Company upon termination of services or when requesting new issue as required.

(c) Warehouse Employees Uniforms

Loaders and Warehousemen will be provided with a uniform if they are required to wait on customers. Warehousemen will be allowed to wear shorts provided they conform to company requirements, and providing they supply same at their own expense.

(d) Warehouse Employees Coveralls, Insulated Coveralls and Gloves

Any Employee working in the warehouse will be supplied with coveralls and gloves which will be provided on a replacement basis. Where extreme working conditions warrant the use of insulated coveralls such reasonable requests shall not be withheld.

(e) Uniforms are Company Property

All uniforms are and will remain the sole property of the company. All uniforms shall be returned to the company upon termination of employment and when requesting replacements. Upon the relief driver's leaving, it will be the responsibility of the Owner Operator(s) to recover the uniform and return it to the Company.

(f) Alterations

Alterations will be paid for by the Company for all alterations that are required for uniforms that do not fit at issue. All other alterations shall be the responsibility of the wearer.

(g) Proper Care

The Hourly Employees and Owner Operators will be expected to properly care for and to keep all uniforms in good repair and condition at the employees' expense.

(h) Heavy Duty Winter Jackets

Any owner operator or hourly driver regularly servicing any airplane, charter or working on the tarmac or runway shall receive a further heavy duty winter jacket for the extreme wind and cold temperatures as well as a heavy duty rain jacket and pants upon request.

(i) Minimum Uniform Quantities

The LOOMIS Express Canada authorized quantity of uniforms for Hourly Drivers and Owner Operators shall include:

Long/ Short Sleeve Shirts	5	3 in 1 Jacket	1
Pants/ Shorts	5	Rain Jacket	1
Ball Cap	1	Toque	1

Items will be replaced as needed.

PEI-3.02 Safety Footwear

The Company shall provide to all Employees and Owner Operators (excluding Line haul) protective footwear where determined to be necessary by the Safety Committee.

Employees and Owner Operators purchasing their own footwear under this Article will be reimbursed the purchase price up to a maximum of one hundred and thirty-five dollars (\$135.00) per year for hourly employees and one hundred and sixty-five (\$165.00) per year for Owner Operators upon proof of purchase to cover the purchase of safety footwear once per year.

Protective footwear re-imburement will be done through the payroll system or through a voucher system as a non-taxable benefit upon request. The Company will replace safety shoes or boots irreparably damaged in the course of the Employee's duties.

Warehouse persons must provide their own safety boots during the probationary period at their own cost. Upon successful completion of the probationary period, the company will refund the cost based on the prorated value from the date of hire of the yearly maximum established above. Reimbursement will be made on the next available payroll.

ARTICLE PEI-4 - SENIORITY**PEI-4.01 Purpose of Seniority**

The purpose of seniority is to provide a policy governing preference for layoffs, postings, bumping and recalls. Each Union member will establish a Company seniority date. Where two or more employees are hired on the same day the order of seniority amongst them shall be determined by the employee's surname alphabetically.

(a) Seniority Defined

For Hourly Employees and Owner Operators, company seniority means the length of continuous service in the bargaining unit, since the employee's or Owner Operator's last hiring.

(b) Seniority Groups

The following Groups are recognized for the purposes of Company Seniority exercised within a group as provided for by this agreement:

- i) Warehouse/Hourly Driver
- ii) Owner Operators

PEI-4.02 Seniority Lists

The Company will issue and post a seniority list in each Branch or depot showing position held and Company seniority for all Union members at the Branch or Depot. This list will be renewed every four (4) months with copies to the Shop Stewards, Local Union Office and Local Chairperson or designate.

PEI-4.03 Appeal of Seniority Dates

Any Union member may contest the seniority list by submitting his/her appeal in writing to the Company and the Union, within thirty (30) working days following its posting date. Where proof of error is shown, the seniority list will be corrected as agreed on.

ARTICLE PEI-5 - HEALTH & SAFETY**PEI-5.01 Company Duties**

The Company shall institute and maintain all precautions to provide every Hourly Employee and Owner Operator a safe and healthy workplace. The Company shall comply in a timely manner with the Canada Labour Code, its regulations, codes of practice, and guidelines and all relevant environmental laws, regulations, codes of practice and guidelines. All standards established under the laws shall constitute minimum acceptable practice. The Joint Health and Safety Committee shall be known throughout the following Articles as the "Committee."

PEI-5.02 Joint Health and Safety Committee

- (a) The Company and the Union agree to maintain the established Joint Health and Safety Committee in accordance with Canada Labour Code, its regulations, codes of practice and guidelines. Committee membership shall constitute an equal number of Company and Union representatives. Where there are insufficient volunteers from the Union membership for this committee, Shop Stewards and other elected representatives from the Union, who are Hourly Employees or Owner Operators, will be required to attend the meetings.
- (b) Two co-chairpersons shall be selected from and by the members of the Committee. One of the Co-Chairpersons shall be a Union member chosen by the Union members of the Committee. The other Co-Chairperson shall be a Company member.
- (c) During all absences of the Union Co-Chairperson, the Company shall recognize an alternate Co-Chairperson designated by the Union.

- (d) The Committee shall assist in creating a safe and healthy place to work, shall recommend actions which will improve the effectiveness of the health and safety program, and shall promote compliance with appropriate laws, regulations, code of practice, and guidelines. The Company shall consider recommendations of the Committee.

PEI-5.03 Mandatory Investigations

All dangerous conditions; workplace injuries and motor vehicle incidents shall be investigated by a Union member of the Joint Health and Safety Committee or a designate in conjunction with the Company. If a Committee member determines that dangerous conditions exist, the Committee member will utilize the Internal Complaint Resolution Process to seek resolution.

PEI-5.04 No Discipline for Refusals

No Hourly Employee or Owner Operator shall be disciplined for acting in compliance with the Canada Labour Code and its regulations. An Hourly Employee or Owner Operator may exercise his/her right to refuse unsafe work. There shall be no loss of pay during the period of refusal providing the individual performs other duties within his job classification as directed by the Company if such work is available.

PEI-5.05 Notification of Authorities

It is the responsibility of the Company and its Union members to notify the appropriate authorities if there is a reportable release of a hazardous substance to the air, land or water systems. Said notification is to be according to conditions of the applicable acts and regulations. No Union Member shall be disciplined for performing this duty.

PEI-5.06 Review of First Aid Requirements

Through the joint safety committees at location, the Committees will review the first aid requirements to determine the most appropriate standards in keeping with regulatory requirements.

PEI-5.07 No Requirement to Handle Inadequately Packaged Goods

Hourly Employees and Owner Operators will not be required to handle articles which can readily be considered as inadequately packaged. The Union member must immediately report such items to his/her Supervisor.

PEI-5.08 Accident Responsibility Notification

Hourly Employees and Owner Operators involved in an accident will be notified by the Safety Committee, through the Company, whether the accident was preventable or non-preventable.

PEI-5.09 Employees Paid During Any Investigation Period

Hourly Employees shall be paid for all time lost during the investigation period relating to an accident in which that Hourly Employee was not at fault.

PEI-5.10 Modified Work Program

The Company will work with the Union on a joint advisory basis regarding the Company's modified work program and the Company will make its best efforts to resolve any concerns the Union has with the modified work program.

The Company also provides other services in conjunction with existing company policy and EAP program.

ARTICLE PEI-6 - TRAINING**PEI-6.01 Payment of Defensive Driving and First Aid Courses**

The Company will pay one hundred percent (100%) of course fees for any accredited defensive driving course and/or industrial first aid course taken and successfully completed by the Hourly Employee or Owner Operator and approved by the Company. Hourly employees will be paid at regular rates unless they exceed 40 total working hours in a week, at which time they will be paid overtime rates for the hours above 40. Owner operators will be paid at the owner operator warehouse rate of pay.

PEI-6.02 Request to Attend Defensive Driving Course

The Company may request the Hourly Employee or Owner Operator attend a defensive driving course.

PEI-6.03 Courses and Meetings Outside of Scheduled Hours**(a) Minimum Notice by Company**

From time to time, Hourly Employees and Owner Operators will be required to attend training courses and/or educational meetings outside of scheduled hours. The Company will provide two (2) weeks' notice of such meetings. On such occasions, attendance is compulsory (in other words, as if scheduled), when an employee or Owner Operator cannot attend for sufficient reasons then the course, meeting or training shall be rescheduled for that employee or Owner Operator to another mutually agreed upon date.

(b) Payment for Training or Meetings

Hourly employees will be paid at regular rates unless they exceed 40 total working hours in a week, at which time they will be paid overtime rates for the hours above 40. Owner operators will be paid at the owner operator warehouse rate of pay for all hours.

Owner Operators or hourly employees using their own vehicle to travel will be paid \$.22/km travel in addition to the rates above for class time and travel time. Owner Operators and hourly employees not using their own vehicle to travel will be paid at the rates above for travel time and for class time. Travel time calculated by industry mapping application (Google, Map Point, etc.)

(c) **Courses and Meetings on a Scheduled Work Day**

When these hours fall on a scheduled work day,

iii) **Hourly Employees**

Hourly Employees shall be paid at time and a half (1.5) of their hourly rate within their classification except if it is a continuation of a shift and does not carry the hourly employee into an overtime position.

iv) **Owner Operators**

The Owner Operator will be paid at the owner operator warehouse rate of pay per hour for all hours spent in training, or the out-of-pocket expense of a replacement driver, whichever is applicable. For all hours after a normal days work, the Owner Operator shall be paid at the owner operator warehouse rate of pay per hour.

(d) **Courses and Meeting on a Non-Scheduled Work Day**

When these hours fall on a non-scheduled work day,

i) **Hourly Employees**

The Hourly Employee will be paid a minimum of four (4) hours pay at straight time within their designated classification except if it is a continuation of a work week which carries the hourly employee into an overtime position.

ii) **Owner Operator**

Training on an Owner Operator's day off shall be avoided, however, where such training is unavoidable, the Owner Operator will be paid a minimum of four (4) hours of pay at the owner operator warehouse rate of pay hour.

PEI-6.04 Payment for Split Shifts When Training

Hourly Employees working split shifts shall be paid time and a half (1.5) for all hours spent training during their split if the total hours required for training puts the employee in an overtime position.

PEI-6.05 Company Responsible to Train Drivers

The Company will ensure that each and every hourly driver and owner operator is properly trained to meet his/her full responsibilities and duties, including training as required by dangerous goods regulations.

PEI-6.06 New Employee and Owner Operator Paid Orientation

The Company shall provide a minimum one hour (1) paid orientation for every new Hourly Employee and Owner Operator at their applicable rate prior to their first shift. At that time the employee or owner operator shall be introduced to the Unit Chair/ Chief Steward or designate at that location on company paid time.

PEI-6.07 Replacement Driver Training Costs

The cost for the company approved training and upgrading the skills or qualifications of one replacement driver per Owner Operator per year, approved by the Company, to comply with the requirements of the employer will be borne by the Company. Relief or Replacement drivers shall be paid at the hourly driver rate for the classification.

PEI-6.08 New Owner Operator and New Route Paid Training

When adding to the Owner operator group and or when any individual is on what to them is a new Owner operator route, they shall receive a maximum of three (3) days training on the route for experienced Owner operators and a maximum of five (5) days training for new Owner operators. During training the trainer will be paid the hourly or owner operator special rate per hour and the new owner operator will receive full route revenue.

ARTICLE PEI-7 - DEFINITIONS**PEI-7.01 Seniority**

The length of continuous service in the bargaining unit since the Union Member's last hiring according to the provisions of clause PEI-4.01.

PEI-7.02 Courier Driver / 3-5 Ton Driver

A regular scheduled hourly Employee who holds a posted position as a defined route or who performs driving cleanup work.

PEI-7.03 Regular Full-Time Employees

For the Warehouse/Hourly Driver Group, any Employees regularly scheduled to work forty (40) hours per week shall be considered full-time Employees.

PEI-7.04 Regular Part-Time Employees

Part-time Employees shall be those who work on average less than forty (40) hours and not less than twenty (20) hours per calendar week at the rate established for their respective classifications (subject to PEI-6.02).

PEI-7.05 Casual Workers

Casuals may be employed to relieve positions normally occupied by regular or part-time Employees who are absent from work for any reason. Casuals will be utilized to perform work outside of scheduled work periods and during overload or peak periods of activity, but shall not be used to circumvent the hiring of regular full-time or part-time Employees.

PEI-7.06 Relief Driver

A regularly scheduled hourly Employee who is assigned to various routes as required to cover absent hourly drivers or Owner Operators. These positions shall be posted as per the Collective Agreement and shall be awarded based on required knowledge and qualifications. Where such knowledge and qualifications are reasonably equal seniority shall prevail.

PEI-7.07 Position

The assignment held by an Employee which in the case of regular drivers includes the regular route that an Employee normally works.

PEI-7.08 Sorter Marker

A regularly scheduled Employee who performs internal marking on freight and internal and external mail.

PEI-7.09 Owner Operator

A Dependent Contractor who holds a valid Business Agreement (Schedule B) for services with the Company and is subject to the terms and conditions of that agreement.

PEI-7.10 Business Agreement

An agreement, between the individual Owner/Operator and the Company, which details specific terms, conditions, and methods of payment, for services provided (Schedule B).

Where a dispute arises in language interpretation between Collective Agreement and the Dependent Contractor's Business Agreement (Schedule B), the Collective Agreement interpretation will prevail.

PEI-7.11 Lead Hand

A regularly scheduled Hourly Employee who directs, coordinates and supervises the work of Hourly Employees under the direction of his/her supervisor within his/her particular unit or section. However, he/she shall not have the authority to hire, suspend, dismiss or discipline Hourly Employees. All leads provided for in this agreement shall be working leads. It is understood that a lead hand will participate in the working operation.

ARTICLE PEI-8 - UNIT CHAIRPERSON & CHIEF STEWARDS

PEI-8.01 Unit Chairperson

The Union will select or elect and the Company shall recognize a Unit Chairperson who shall be a LOOMIS employee. The Unit Chairperson shall attend to Union business as required and as necessary for the administration of the collective agreement and shall be given free access to all branches and depots and the Union office for these purposes. The Unit Chairperson shall be permitted to attend all meetings related to bargaining unit members if requested.

LETTER OF UNDERSTANDING PEI 1

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR CANADA)
(LOCAL 4005)
(HEREINAFTER REFERRED TO AS THE "UNION")**

PAID UNION TIME

Effective date of ratification 2015 the Company agrees to pay:

- 1) Twenty cents (\$0.20) per service day per Owner Operator and
- 2) Two cents (\$0.02) per hour per hourly employee for all compensated hours

For the purpose of providing paid union time. Such monies will be paid to Local 4005 on a quarterly basis.

These funds will be held in trust by Unifor Local 4005 and shall be used for the sole purpose of the payment of legitimate expenses incurred by the Local Unit Chairperson or designate (except those expenses covered by PEI-1.04) as authorized by the Local President or Local Service Representative. The Local Unit Chairperson shall be paid by Local 4005 through this fund when expenses' are submitted on the appropriate Local 4005 expense form; such payments shall conform to the Local Union Bylaws and or Policies.

LETTER OF UNDERSTANDING PEI 2

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR CANADA)
(LOCAL 4005)
(HEREINAFTER REFERRED TO AS THE "UNION")**

VEHICLE SECURITY POLICY

Outlined below are the vehicle security procedures that will be followed by Owner Operators and Hourly Drivers:

- Vehicles used in the transport of shipments must have secure doors (front, side and rear and roll-up doors).
- Vehicles must be locked at all times when shipments are being transported.
- Custodial control of the shipments while on route shall be the responsibility of the Owner Operator or hourly driver.
- Vehicles shall be locked at all times when unattended.
- Cargo vans require a lock on the back door and the Owner Operator or hourly driver is responsible to ensure this occurs and the lock is used.
- Cargo located on loading docks or ramps shall not remain unattended; where this is not feasible, the driver will inform the company.

LETTER OF UNDERSTANDING PEI 3

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR CANADA)
(LOCAL 4005)
(HEREINAFTER REFERRED TO AS THE "UNION")**

LINEHAUL

The Company commits to assessing all line haul lanes in New Brunswick and Prince Edward Island to establish the most cost effective manner of operation.

Should line haul routes in New Brunswick and Prince Edward Island become bargaining unit work in the future, the parties agree to meet and establish rates and language at that time.

PEI OWNER OPERATOR SPECIFIC LANGUAGE

ARTICLE PEI-A1 - SENIORITY, ROUTE BIDDING, REDUCTIONS

PEI-A1.01 Reduction of Owner Operators

When reducing Owner Operators at any location, the Company will reduce the junior Owner Operator according to company seniority at such location if it is practicable to do so.

PEI-A1.02 Rights of Reduced Owner Operators

An Owner Operator, who is affected by Article A1.01, has no route through a reduction by rerouting or who is bumped may:

- (a) bid on any open postings; or
- (b) accept any Owner Operator unbid vacancy that arises within his/her branch; or
- (c) in the event no Owner Operator vacancies exist within the Branch the Owner Operator may then displace a junior Owner Operator at their branch, seniority permitting, or failing that, the junior Owner Operator in the province; or
- (d) accept layoff.

Owner Operators who wish to be considered for recall to a different Group at the Branch must submit a written standing application. These Owner Operators will be considered based on Company seniority if the position is not filled from within the Group at the Branch.

PEI-A1.03 Owner Operators Rights When Awarded Hourly Positions

An Owner Operator who is awarded a vacant hourly rated position will retain their company seniority date. Eligibility for all benefits and vacation will be based on the Owner Operator's Company seniority date. Entitlement to vacation and vacation pay will coincide with the Owner Operator's anniversary date of change to hourly status.

PEI-A1.04 Posting of Owner Operator Vacancies

The Company will post Owner Operator vacancies for five (5) days at all locations and fill the vacancy with the senior applicant from that branch and then Province. All postings shall be numbered and dated as well as copied to the Local Union Chairperson and the Local Union office.

The successful applicant for an Owner Operator posting must provide documentation within thirty (30) calendar days of the posting being awarded in writing that the required vehicle has been secured.

If an Employee or Owner Operator is qualified and selected for the vacancy, he or she must be willing and available to commence duties at the new Branch within thirty (30) calendar days of the position being offered.

PEI-A1.05 Route Posting Requirements

Route postings will contain a full description of the route and its boundaries as well as any exceptions or anomalies for that route. All information provided will be based on historic factors and may be subject to change with the normal fluctuations of business.

All Owner Operators shall assume their new postings within thirty (30) calendar days unless the Company can provide proof that they are unable to replace the affected route(s) within the thirty (30) day timeline.

The Company agrees to post the additional following information:

Daily average earnings based on the previous sixty (60) working days

Average kilometers travelled

Area

Vehicle size

Average estimated number of stops, pieces, route density and core zone payment

Outstanding termination grievances

(The above is subject to change based on normal business fluctuations)

This entire Article will apply only to the filling of the original vacancy created, and the next vacancy thus created. All other resulting vacancies will be posted for forty eight (48) hours and will be awarded to the senior qualified Owner Operator or employee as per A1.04 above.

PEI-A1.06 Loss of Seniority

Company, seniority is lost on termination except if an Owner Operator is laid off and recalled within twelve (12) months of layoff. In this event, the Owner Operator shall retain his or her Company, seniority.

PEI-A1.07 Notice of Cancellation and Payments

Owner Operators will be given not less than thirty (30) calendar day's written notice cancellation of their Business Agreement (Schedule "B"), or pay in lieu of subject to all other provisions of this Collective Agreement. No notice is required if the Business Agreement is cancelled for just cause or default.

"Pay in lieu of" to consist of average daily income from the last thirty (30) calendar days, less operating costs (fuel), multiplied by the number of days outstanding.

PEI-A1.08 Transfer of Routes

Should the Company transfer a route or routes from one location to another the incumbent Owner Operator who transfers locations with his/her route will transfer with his/her Company seniority.

PEI-A1.09 Conversion of Hourly Drivers

Notwithstanding any other clause in the Collective Agreement, at the time the Company converts an hourly driver route to an Owner Operator route, it is agreed the hourly driver on that route has the first opportunity to assume the new Owner Operator route and transfers to the Owner Operator seniority Group with full Company, Branch and Group seniority.

PEI-A1.10 Operation on Remembrance Day on a Reduced Basis

To operate on Remembrance Day, on a reduced basis, it is understood routes could be merged, cancelled, or performed by hourly Employees at the Company's discretion. However, no Owner Operator will be required to work unless he is paid a mutually agreed upon payment as agreed to in advance.

PEI-A1.11 Loss of Seniority

An Owner Operator's service date (seniority) shall be forfeited and his service shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

- (a) His contract is terminated for just cause; or
- (b) He voluntarily resigns or quits; or
- (c) He retires or is retired; or
- (d) He is discharged and not reinstated through the Grievance Procedure; or
- (e) He is laid off for a period greater than twelve (12) months; or
- (f) He fails to respond to return to work within five (5) calendar days of his recall to his last known address or phone number on the Company's records or does not in fact return to work within fourteen (14) calendar days from the date of his response to the Company. The onus is on the Owner Operator to inform the Company of his current address and telephone number; or
- (g) He is an absentee Owner Operator not working his run as per the agreement; or
- (h) He assumes a position outside of the bargaining unit.

ARTICLE PEI-A2 - HEALTH AND WELFARE / W.C.B. COVERAGE**PEI-A2.01 Program Details**

The Company agrees to provide those eligible Owner Operators with current details and information covering all Owner Operators benefits and programs, in which the Owner Operators covered by this Collective Agreement are entitled to participate. This information shall be provided at the date of hire as an Owner Operator.

PEI-A2.02 Company to Pay for WCB Costs

The Company agrees to pay individual assessments of the Worker's Compensation Boards of the Province of New Brunswick and Prince Edward Island, for the Owner Operators. If allowed by the Workers' Compensation Act of the Province mentioned above, the Company will be responsible for coverage of replacement drivers for those Owner Operators not registered as a limited or holding company. Such Owner Operators are responsible for WCB coverage for all other persons they may have in their employ.

PEI-A2.03 Reimbursement for Doctors Notes Costs or Physician Forms

If requested by the Company, the cost of obtaining a doctor's note or the completion of physician forms will be fully covered by the Company. Such reimbursement shall be made to the Owner Operator on the next available pay cycle once the receipt has been submitted.

PEI-A2.04 Benefit Booklets

The Company agrees to provide updated booklets and forms electronically.

PEI-A2.05 No Changes to Benefits

The Company shall not lower, change, modify or delete any benefits in place during the term of this agreement without the Union's agreement. Should it be necessary to change benefit providers, and the composition of the benefit package is unable to be maintained in its current form, the parties agree to meet to resolve the issue prior to any change being implemented.

ARTICLE PEI-A3 - EQUIPMENT

PEI-A3.01 Decals, Painting and Repainting

The Company assumes responsibility for supply, acid bath preparation or any other needed prep work and installation of the striping kit (decals). Where the Company is changing the required colour scheme, the Company assumes full cost of painting all vehicles in accordance with painting price available to the Company.

Based on the above prices the Owner Operator is free to get his/her work done elsewhere as long as it is done satisfactorily.

The Company will be responsible for the cost incurred in removing the striping/decals on termination in accordance with the price available to the Company.

All replacement vehicles shall be white in colour.

PEI-A3.02 Equipment to Meet Appearance Standards

The Company reserves the right to refuse to sign Business Agreements (Schedule "B"), or terminate present Business Agreements (Schedule "B") with Owner Operators whose equipment does not meet the appearance standards as set by the Company, reasonable standards to apply. The Company must first give the Owner Operator not less than ninety (90) days written notice to meet appearance standards.

ARTICLE PEI-A4 - OWNER OPERATOR START UP

PEI-A4.01 Professional Setup Fees Reimbursement

The Company shall reimburse to a new Owner Operator the cost of professional fees or licensing up to a maximum of \$250.00 specializing in the transportation industry, for assistance in setting up his/her business. Receipts are required.

ARTICLE PEI-A5 - MISCELLANEOUS

PEI-A5.01 Just Cause Terminations to be in Writing

Owner Operators who's Business Agreements (Schedule "B") are terminated for just cause will have reasons for same confirmed in writing. Those Owner Operators who terminate their Business Agreements (Schedule "B") voluntarily shall have all monies owing them paid no later than the next scheduled payment day.

PEI-A5.02 Proof of Valid Drivers' License

Owner Operators shall be required to produce a valid driver's license and Motor Vehicle Branch full search report on request which shall be facilitated through the Company by way of a sign-up sheet. Any cost will be absorbed by the Company, except for new Owner Operators who must provide these documents at his/her own cost only at time of hiring.

PEI-A5.03 Attending Meetings or Negotiations

In application of required payment for attending meetings or negotiations as agreed elsewhere in this Collective Agreement, the Owner Operator will be paid the owner operator warehouse rate of pay per hour up to a maximum of eight (8) hours per day or the out-of-pocket expense of a replacement driver, whichever is applicable.

PEI-A5.04 Jury Duty

An Owner Operator summoned to jury duty will be compensated for any out of pocket expenses, minus any monies received from court, should he/she supply a relief driver. Intent is the Company will pay for the cost of the relief driver. If the Company supplies an Hourly Driver and Company vehicle, then the Owner Operator forfeits all revenue for that day(s) from his/her route.

A suitable replacement driver may be used by any Owner Operator so as to have personal leaves, vacation, etc.

PEI-A5.05 Scanner System

Owner Operators shall not be required to subsidize the cost of developing or maintaining the scanner system.

PEI-A5.06 Pay Days and Related Issues

The Company will pay all Owner Operators by bi-weekly direct deposit by 9 a.m. or when the bank opens on payday Friday. The Owner Operator pay week will be from Sunday to Saturday.

Only shortages that have resulted due to a Company error and are equal to one day's average earnings or more will be paid by manual cheque, within 3 business days of the Company being notified.

Owner Operator invoices will be submitted by the end of the day when the work was performed. A shortage in pay that is the direct result of the failure to submit an invoice(s) will not be reimbursed through manual cheque.

From time to time, the Company may be required to close a pay period early in order to comply with payroll cutoffs imposed by the payroll provider. In these instances, full day estimates for all Owner Operators may be required and any resulting adjustments will be done on the following pay period.

PEI-A5.07 Cargo Insurance

Owner Operators who obtain coverage through the Company's cargo insurance will be assessed a monthly charge of twenty (\$20.00).

PEI-A5.08 Owner Operator Loans

In the event of a major expenditure for business purposes, supported by the appropriate documentation, the Company will assist all Owner Operators by extending credit to all Owner Operators up to one thousand two hundred (\$1200.00) dollars. The Owner Operator is expected to make the repayment, within 12 months of receiving the funds, through payroll deductions.

PEI-A5.09 Company Requested Medical Exams

Any medical examination requested by the Company shall promptly be complied with by the Owner Operator, provided however, that the Company shall pay for such an examination, at the owner operator warehouse rate of pay per hour. The time and date of the examination to be decided by the Company.

PEI-A5.10 Signing of Business Agreements

A person approved by the Local Union will be present during all of the Owner Operator Business Agreement signings as a witness to the negotiation and a copy of the signed Agreement shall be sent to the UNIFOR Local Union office.

The Business Agreement shall be signed for the duration of the Collective Agreement.

The Regional Operations Director or designate shall have the only signing authority for all Owner Operator Business Agreements.

It is agreed between both parties that during the negotiations of the Business Agreements, Schedules A & B and Appendix C shall be included as one document. This process shall also include the signing of Business Agreements with new Owner Operators.

PEI-A5.11 Liability Waiver When Accompanying an Owner Operator

The Company and the Union agree to the following Liability Waiver for use when a Company Representative is required to accompany an Owner Operator in their vehicle.

"The Company agrees to accept all liability for any or all persons that it authorizes to accompany any Owner Operator in their vehicle during the course of the business day while on their route, provided that the person is pre-authorized by the Company. This waiver is valid if the vehicle meets the mechanical safety standards as set out by the Province of New Brunswick or Prince Edward Island."

No person pre-authorized by the Company will be allowed to ride in any vehicle that does not have a legal passenger seat or restraining device.

PEI-A5.12 Bulk Stops and Stops that Take Too Much Time

If an Owner Operator anticipates that a single stop will occupy too much time or that a stop will bulk out their vehicle thus causing the potential for a negative impact on the quality payment, the Owner Operator must contact their Direct Supervisor to request relief from the situation. The company will make alternate arrangements to complete the stop which in no way will negatively impact the quality payment paid to the Owner Operator. Such requests will not be unreasonably denied.

PEI-A5.13 Payment Under Modified Work Program

Where an Owner Operator remains on his/her route under the Modified Work program, the Company agrees to assign and pay a swamper to provide help based on the warehouse rate of pay.

PEI-A5.14 Core Zone Charts

The Company agrees to post and distribute to each Owner Operator the agreed to Core Zone Charts for each province for each year of the collective agreement.

ARTICLE PEI-A6 - OWNER OPERATOR ABSENCES AND BREAKDOWN

PEI-A6.01 Emergency Issues

(a) Owner Operator Absences

When an Owner Operator must be absent for emergency purposes it will be the responsibility of the Owner Operator to supply a relief driver. If the Company must supply a driver and a truck, the Company will retain the revenue for the relief period.

(b) Illness or Family Issues

Should an Owner Operator be absent from their route with an illness or family emergency, and not supply a relief driver he/she must supply a doctor's note or documentation to substantiate the validity of the absence. Any doctor's note required by the Company will be paid for by the Company.

(c) Vehicle Breakdowns

Should an Owner Operator have a vehicle breakdown while coming to work, and not supply a relief driver, she/he must supply valid documentation to substantiate that the breakdown occurred on the date of their absence.

(d) Death in Immediate Family

The death of an immediate family member will be considered a bona-fide emergency.

ARTICLE PEI-A7 - OWNER OPERATOR SCANNING AND BILLING

PEI-A7.01 Review of Discrepancies

Any discrepancies between an Owner Operator's invoice and the scanning information will be reviewed within forty-eight (48) hours of knowledge with the Owner Operator. The Company will ensure that all Owner Operators are trained as to their full responsibilities and duties.

PEI-A7.02 Pay Shortages

For all pay shortages greater than the daily average income due to a Company error, a manual cheque will be issued within forty- eight (48) hours. Any other shortages will be paid on the pay following notice to the Company of the shortage.

PEI-A7.03 Pay for Work Performed After Breakdown, Illness or Emergency

Owner Operators that for substantiated reasons such as mechanical breakdown and or illness are unable to continue servicing their route and must leave for the remainder of the day shall be compensated for the work actually performed on that day.

PEI-A7.04 Pickup and Delivery at Same Time Counts as Two Stops

It is recognized that when performing a delivery and a pick at the same time is shall be counted as two (2) stops provided the pick-up is not an empty pick up.

SCHEDULE (A) – OWNER OPERATOR STANDARD FEE SCHEDULE

Rates	April 1 2017	April 1 2018	April 1 2019	April 1 2020
Core Zone Rate	<i>By Route</i>	<i>By Route</i>	<i>By Route</i>	<i>By Route</i>
Stop Rate	\$1.40	\$1.45	\$1.49	\$1.53
Piece Rate	\$0.24	\$0.25	\$0.26	\$0.27

Quality Payment:**a) No Missed Pickups**

Owner Operators will receive a daily quality payment for no missed pickups.

b) Load Vehicle vs Deliveries

Owner Operators will receive a daily quality payment as follows:

Pieces not delivered must have a written explanation on your Quality Payment form, including: BA, NH, CA again all pieces must be scanned.

c) TDD – Time Definite Deliveries

International, 9:00 am, 12:00 noon and Express 18:00.

Owner Operators will receive a daily quality payment for all deliveries completed on time. Stops must be registered on your scanner; pieces not delivered must have a written explanation on your Quality Payment form.

Quality Payment	April 1 2017	April 1 2018	April 1 2019	April 1 2020
98% to 100% AVD	\$17.39	\$17.92	\$18.37	\$18.83
95% to 97% AVD	\$5.80	\$5.98	\$6.13	\$6.29
100% Pick Ups	\$17.39	\$17.92	\$18.37	\$18.83
100% TDD	\$17.39	\$17.92	\$18.37	\$18.83
Total Potential	\$52.17	\$53.76	\$55.11	\$56.49

OWNER OPERATOR GUARANTEES**GUARANTEE - CARGO VAN**

Kms

150 -200	150	160	170	180	190	200
2017	\$ 256.46	\$ 259.38	\$ 262.30	\$ 265.22	\$ 268.12	\$ 271.04
2018	\$ 264.16	\$ 267.17	\$ 270.17	\$ 273.18	\$ 276.17	\$ 279.18
2019	\$ 270.77	\$ 273.85	\$ 276.93	\$ 280.01	\$ 283.08	\$ 286.16
2020	\$ 277.54	\$ 280.70	\$ 283.86	\$ 287.02	\$ 290.16	\$ 293.32
210 -260	210	220	230	240	250	260
2017	\$ 273.96	\$ 276.87	\$ 279.78	\$ 282.70	\$ 285.62	\$ 288.52
2018	\$ 282.18	\$ 285.18	\$ 288.18	\$ 291.19	\$ 294.19	\$ 297.19
2019	\$ 289.24	\$ 292.31	\$ 295.39	\$ 298.47	\$ 301.55	\$ 304.62
2020	\$ 296.48	\$ 299.62	\$ 302.78	\$ 305.94	\$ 309.09	\$ 312.24

270 -320	270	280	290	300	310	320
2017	\$291.45	\$294.37	\$297.27	\$300.19	\$303.11	\$306.03
2018	\$300.20	\$303.21	\$306.19	\$309.20	\$312.21	\$315.22
2019	\$307.71	\$310.80	\$313.85	\$316.93	\$320.02	\$323.11
2020	\$315.41	\$318.57	\$321.70	\$324.86	\$328.03	\$331.19
330-380	330	340	350	360	370	380
2017	\$ 308.94	\$ 311.86	\$ 314.77	\$ 317.68	\$ 320.60	\$ 323.52
2018	\$ 318.21	\$ 321.22	\$ 324.22	\$ 327.22	\$ 330.22	\$ 333.23
2019	\$ 326.17	\$ 329.26	\$ 332.33	\$ 335.41	\$ 338.48	\$ 341.57
2020	\$ 334.33	\$ 337.50	\$ 340.64	\$ 343.80	\$ 346.95	\$ 350.11
390 -440	390	400	410	420	430	440
2017	\$ 326.42	\$ 329.32	\$ 332.24	\$ 335.16	\$ 348.26	\$ 340.98
2018	\$ 336.22	\$ 339.20	\$ 342.21	\$ 345.22	\$ 358.71	\$ 351.21
2019	\$ 344.63	\$ 347.68	\$ 350.77	\$ 353.86	\$ 367.68	\$ 360.00
2020	\$ 353.25	\$ 356.38	\$ 359.54	\$ 362.71	\$ 376.88	\$ 369.00
450-500	450	460	470	480	490	500
2017	\$ 343.91	\$ 346.82	\$ 349.73	\$ 352.65	\$ 365.76	\$ 358.47
2018	\$ 354.23	\$ 357.23	\$ 360.23	\$ 363.23	\$ 376.74	\$ 369.23
2019	\$ 363.09	\$ 366.17	\$ 369.24	\$ 372.32	\$ 386.16	\$ 378.47
2020	\$ 372.17	\$ 375.33	\$ 378.48	\$ 381.63	\$ 395.82	\$ 387.94

GUARANTEE - CUBE VAN

Kms

110-160	110	120	130	140	150	160
2017	\$ 274.82	\$ 277.81	\$ 280.80	\$ 283.80	\$ 286.78	\$ 289.77
2018	\$ 283.07	\$ 286.15	\$ 289.23	\$ 292.32	\$ 295.39	\$ 298.47
2019	\$ 290.15	\$ 293.31	\$ 296.47	\$ 299.63	\$ 302.78	\$ 305.94
2020	\$ 297.41	\$ 300.65	\$ 303.89	\$ 307.13	\$ 310.35	\$ 313.59
170-220	170	180	190	200	210	220
2017	\$ 292.76	\$ 313.67	\$ 316.65	\$ 319.63	\$ 322.62	\$ 325.62
2018	\$ 301.55	\$ 323.09	\$ 326.15	\$ 329.22	\$ 332.30	\$ 335.39
2019	\$ 309.09	\$ 331.17	\$ 334.31	\$ 337.46	\$ 340.61	\$ 343.78
2020	\$ 316.82	\$ 339.45	\$ 342.67	\$ 345.90	\$ 349.13	\$ 352.38
230-280	230	240	250	260	270	280
2017	\$ 310.69	\$ 313.67	\$ 316.65	\$ 319.63	\$ 322.62	\$ 325.62
2018	\$ 320.02	\$ 323.09	\$ 326.15	\$ 329.22	\$ 332.30	\$ 335.39
2019	\$ 328.03	\$ 331.17	\$ 334.31	\$ 337.46	\$ 340.61	\$ 343.78
2020	\$ 336.24	\$ 339.45	\$ 342.67	\$ 345.90	\$ 349.13	\$ 352.38
290-340	290	300	310	320	330	340
2017	\$ 328.60	\$ 331.59	\$ 334.58	\$ 337.56	\$ 340.54	\$ 343.53
2018	\$ 338.46	\$ 341.54	\$ 344.62	\$ 347.69	\$ 350.76	\$ 353.84
2019	\$ 346.93	\$ 350.08	\$ 353.24	\$ 356.39	\$ 359.53	\$ 362.69
2020	\$ 355.61	\$ 358.84	\$ 362.08	\$ 365.30	\$ 368.52	\$ 371.76
350-400	350	360	370	380	390	400
2017	\$ 346.53	\$ 349.52	\$ 352.50	\$ 355.49	\$ 358.47	\$ 361.45
2018	\$ 356.93	\$ 360.01	\$ 363.08	\$ 366.16	\$ 369.23	\$ 372.30
2019	\$ 365.86	\$ 369.02	\$ 372.16	\$ 375.32	\$ 378.47	\$ 381.61

2020	\$ 375.01	\$ 378.25	\$ 381.47	\$ 384.71	\$ 387.94	\$ 391.16
410-460	410	420	430	440	450	460
2017	\$ 364.46	\$ 367.45	\$ 370.43	\$ 373.42	\$ 376.41	\$ 379.38
2018	\$ 375.40	\$ 378.48	\$ 381.55	\$ 384.63	\$ 387.71	\$ 390.77
2019	\$ 384.79	\$ 387.95	\$ 391.09	\$ 394.25	\$ 397.41	\$ 400.54
2020	\$ 394.41	\$ 397.65	\$ 400.87	\$ 404.11	\$ 407.35	\$ 410.56
470-500	470	480	490	500		
2017	\$ 382.39	\$ 385.38	\$ 388.36	\$ 391.35		
2018	\$ 393.87	\$ 396.95	\$ 400.02	\$ 403.10		
2019	\$ 403.72	\$ 406.88	\$ 410.03	\$ 413.18		
2020	\$ 413.82	\$ 417.06	\$ 420.29	\$ 423.51		

(a) Special Owner Operator Rate of pay

April 1, 2017	April 1, 2018	April 1, 2019	April 1, 2020
\$26.45	\$27.25	\$27.94	\$28.64
\$26.98	\$27.79	\$28.48	\$29.19

(b) Shuttle or Route Meets

Paid as per a stop and pieces.

(c) Paid Warehouse Time

All warehouse time to be paid at:

April 1, 2017	April 1, 2018	April 1, 2019	April 1, 2020
\$20.91	\$21.54	\$22.08	\$22.64

(d) Sixth (6th) or Seventh (7th) Day Shifts or Days of Work

All sixth (6th) or seventh (7th) day shifts or days of work on a route shall be paid at one and a half (1.5) times the daily guarantee. All Owner Operators are entitled to work only a five day (5) work week and cannot be forced to work more than such (excluding current route 420).

(e) Sunday Work Re-routed or Abolished

Sunday work re-routed or abolished shall be as per the Saturday re-route and abolishment language contained in the National Agreement.

(f) Re-routes

All reroutes will be governed by the non-Alberta language contained in the National Agreement.

(g) Confederation Bridge

The Company shall pay for all toll costs for the Confederation Bridge.

(h) Loomis Drop Boxes

In order to help Owner Operators with route performance and timing, the Company agrees to install Loomis Drop Boxes at all requested locations (at the company's discretion).

Owner Operators shall be paid a minimum of one stop for clearing the drop box plus one stop plus pieces for each separate customer who places shipments in the drop box.

(i) Return Totes

Owner Operators will be paid by the piece count for return totes. McKesson return totes require Owner Operators to attach the "Shipping Control per Route" to your daily invoice. All other totes that you return for other customers you must indicate on your Quality Payment form.

(j) Storm Days

Owner Operators will be paid the greater of

Payment for the number of stops and pieces completed based on stop rate, core zone rate and piece rate, including the quality payment.

Or

The daily guarantee, divided by the average kilometers driven in the 10 days prior to the storm day, multiplied by the actual kilometers driven on the storm day.

(k) Direct Drives

As per current rates

(l) Owner Operator Severance

As per the National Agreement & Alberta appendix

(m) Owner Operator Bonus

1.4% of gross wages for the year

(n) Overweight Items

The company will continue to support and enforce the current practice by route in regards to the handling of pieces greater than 70lbs. This applies to tender, acceptance and payment for items. The company further commits to review third party tenders that currently exist for overweight times to bolster the Owner Operator freight volume where applicable.

Owner Operators will be expected to make every effort to perform 9:00 am and Time Definite deliveries. If it is determined that the Owner Operator cannot perform said deliveries within the service requirement, they will be required to discuss with the appropriate Manager that alternate arrangements will need to be made for said deliveries where possible. For the purposes of 9:00 am and Time Definite deliveries only, Owner Operators may deliver in another Owner Operator's area to successfully complete 9:00 am and Time Definite stops.

(o) Scanning Compliance

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

All waybills or scannable manifests on all shipments must be scanned where possible or manually entered where possible as applicable. Loose shipments must be scanned however pre-wrapped or bulk pickups of over fifty (50) pieces with a manifest do not have to be scanned, unless other practice in place in a province have different piece requirements. Individual package scanning on any pre-wrapped bulk shipments is not required but must be supported by manifest where applicable.

(p) Specials

This is to include warehouse and/or Janitorial duties. Specials may be reviewed at any time, or a special may be requested at any time.

(iii) Loading/Unloading-Warehouse - at the owner operator warehouse rate of pay per hour.

(iv) Driving Specials Minimum rate equivalent to the rate of \$25.80 per hour

(q) Notification of Late Trailers

Whenever possible the Company agrees to notify all drivers by group text or email when trailers are going to be late.

LOOMIS requested claims inspections

- a) Where a claims inspection is requested, a standard payment will be made when a properly completed Claims Inspection Report is filed with the Company.
- b) If a claims inspection is made and no other transaction is performed, the payment will cover the stop and the claims inspection.

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

\$10.00 plus stop and core zone rate.

Loading/Unloading of Line Haul Trailer

Owner Operators, when necessary, that provide line haul offload and reload will be paid at the owner operator warehouse rate of pay per hour. Unloading/Loading of P&D units does not constitute line haul warehouse work.

Unloading of trucks

The company will continue the current practice of assisting Moncton based owner operators for unloading Owner Operator vehicles when warehouse staff are available from regular duties. Owner operators remain the primary source for loading and unloading their trucks at all times in all locations.

3 Ton and Larger Rate

The Company agrees to negotiate with the Union and Owner Operator, on an individual basis, the rate for specific runs, when the need arises to institute the run. Should the parties fail to agree on the rate, they will submit the dispute to Grievance Mediation as per the Federal Mediation Conciliation Services of the Human Resources Department Canada or arbitration.

In the event a change in equipment is required to satisfy the needs of a route, discussions will be held with the Owner Operator prior to the change and he/she will have ninety (90) days to acquire the new equipment. Time extensions will not be unreasonably denied.

In the event a change in equipment is required to meet mechanical worthiness standards (as determined by a licensed mechanic paid for by the company), discussions will be held with the Owner Operator prior to the change and he/she will have thirty (30) days to acquire the new equipment. Time extensions will not be unreasonably denied.

In the event the Company introduces a Pager system any cost associated with this system shall be borne in full by the Company.

FUEL ESCALATION PROGRAM

The Company will establish on a weekly basis, every Friday, the fuel price based upon the local current market values of regular gasoline and diesel fuel. For PEI – PEI Energy & Utilities Board and for PEI – The Island Regulatory and Appeals Commission for PEI. Owner Operators are encouraged to submit their fuel consumption on a daily basis through their Owner Operator invoice. If the fuel price falls below \$0.70/litre, there will be no fuel subsidy provided.

Fuel Cost	Cube	Van
\$0.70 - \$0.749	\$ 0.0325	\$ 0.0300
\$0.75 - \$0.799	\$ 0.0450	\$ 0.0400
\$0.80 - \$0.849	\$ 0.0575	\$ 0.0500
\$0.85 - \$0.899	\$ 0.0700	\$ 0.0600
\$0.90 - \$0.949	\$ 0.0825	\$ 0.0700
\$0.95 - \$0.999	\$ 0.0950	\$ 0.0800
\$1.00 - \$1.049	\$ 0.1000	\$ 0.0850
\$1.05 - \$1.099	\$ 0.1060	\$ 0.0899
\$1.10 - \$1.149	\$ 0.1125	\$ 0.0951
\$1.15 - \$1.199	\$ 0.1194	\$ 0.1007
\$1.20 - \$1.249	\$ 0.1268	\$ 0.1068
\$1.25 - \$1.299	\$ 0.1349	\$ 0.1133
\$1.30 - \$1.349	\$ 0.1435	\$ 0.1203
\$1.35 - \$1.399	\$ 0.1527	\$ 0.1278
\$1.40 - \$1.449	\$ 0.1627	\$ 0.1359
\$1.45 - \$1.499	\$ 0.1734	\$ 0.1446
\$1.50 - \$1.549	\$ 0.1844	\$ 0.1536
\$1.55 - \$1.599	\$ 0.1958	\$ 0.1628
\$1.60 - \$1.649	\$ 0.2075	\$ 0.1723
\$1.65 - \$1.699	\$ 0.2196	\$ 0.1821
\$1.70 - \$1.749	\$ 0.2320	\$ 0.1921
\$1.75 - \$1.799	\$ 0.2447	\$ 0.2024
\$1.80 - \$1.849	\$ 0.2578	\$ 0.2130
\$1.85 - \$1.899	\$ 0.2712	\$ 0.2238
\$1.90 - \$1.949	\$ 0.2850	\$ 0.2349
\$1.95 - \$1.999	\$ 0.2991	\$ 0.2463

Loading/Unloading of Line Haul Trailer

Owner Operators, when necessary, that provide line haul offload and reload will be paid at the owner operator warehouse rate of pay per hour. Unloading/Loading of P&D units does not constitute line haul warehouse work.

Unloading of trucks

The company will continue the current practice of assisting Moncton based owner operators for unloading Owner Operator vehicles when warehouse staff are available from regular duties. Owner operators remain the primary source for loading and unloading their trucks at all times in all locations.

3 Ton and Larger Rate

The Company agrees to negotiate with the Union and Owner Operator, on an individual basis, the rate for specific runs, when the need arises to institute the run. Should the parties fail to agree on the rate, they will submit the dispute to Grievance Mediation as per the Federal Mediation Conciliation Services of the Human Resources Department Canada or arbitration.

In the event a change in equipment is required to satisfy the needs of a route, discussions will be held with the Owner Operator prior to the change and he/she will have ninety (90) days to acquire the new equipment. Time extensions will not be unreasonably denied.

In the event a change in equipment is required to meet mechanical worthiness standards (as determined by a licensed mechanic paid for by the company), discussions will be held with the Owner Operator prior to the change and he/she will have thirty (30) days to acquire the new equipment. Time extensions will not be unreasonably denied.

In the event the Company introduces a Pager system any cost associated with this system shall be borne in full by the Company.

PEI SCHEDULE (B) – BUSINESS AGREEMENT

LOOMIS EXPRESS / OWNER OPERATOR BUSINESS AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year _____.

BETWEEN:

LOOMIS EXPRESS (Canada) Ltd., a company incorporated under the laws of Canada and having its head office at 201 Westcreek Blvd., Brampton, Ontario, Canada (“LOOMIS EXPRESS”)

OF THE FIRST PART

--and--

(the “Owner Operator”)

OF THE SECOND PART

having a residence at _____

WHEREAS:

- a) The Owner Operator is the owner of the Vehicle as hereinafter defined.
- b) The Owner Operator is fully qualified to operate the Vehicle and perform the services to be provided pursuant to this agreement including the Specifications for Services hereinafter defined.
- c) LOOMIS EXPRESS requires the use of the Vehicle and the services of the Owner Operator to pick up and deliver various packages in conjunction with the services LOOMIS EXPRESS renders to its clients.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration with the foregoing recitals and the terms and conditions hereinafter contained, LOOMIS EXPRESS and the Owner Operator agree as follows:

I-Defined Terms

The following terms (except as otherwise expressly provided or unless the context otherwise requires) for all purposes shall have the respective meanings hereinafter specified.

- a) “Commencement Date” shall mean the first day of service or so soon thereafter as the parties may agree in writing.
- b) “Specifications for Services” shall mean the standards and guideline provided by LOOMIS EXPRESS in relation to the services to be provided by the Owner Operator pursuant to this agreement, as set out in Schedule “B” annexed hereto and as amended from time to time in the sole reasonable discretion of LOOMIS EXPRESS.
- c) “Fees” shall mean the amounts to be paid to the Owner Operator in consideration for his performance of the services to be provided under this agreement, calculated in accordance with Schedule “A” annexed hereto.

- d) "Term" shall mean the period commencing on the Commencement Date and expiring _____ subject to early termination as provided in section 2.02 of this agreement.
- e) "Vehicle" shall mean the _____ Vehicle, Serial No. _____,
- f) Registration No. _____ owned by the Owner Operator, or any subsequent change in vehicle.

II-Expanded Meaning

In this agreement and in the Schedules to this agreement unless there is something in the subject matter or the context inconsistent therewith:

- a) the singular shall include the plural and the plural shall include the singular;
- b) the masculine shall include the feminine; and
- c) a reference to any statute shall extend to and include any amendments or re-enactments thereto.

III-Schedules

Attached to and forming part of this agreement are the following Schedules:

- a) Schedule "A" Fees
- b) Schedule "B" Specifications for Services
- c) Schedule "C" Minimum Payment
- d) Schedule "D" Additional Payments

IV-Headings

The section headings of this agreement are for convenience only and shall not effect construction or interpretation of any provision hereof.

GENERAL PROVISIONS

I-Agreement

LOOMIS EXPRESS hereby retains the services of the Owner Operator during the Term and any renewal thereof to pick up and deliver various packages or items in conjunction with the services LOOMIS EXPRESS renders its clients and in accordance with this agreement including the Specifications for Services. The Owner Operator hereby agrees to perform the services during the Term and any renewal thereof as set out in this agreement and to comply with the Specifications for Services. In consideration for performing the services as aforementioned, LOOMIS EXPRESS shall pay to the Owner Operator the Fees, which Fees shall be determined based on the volume of services performed by the Owner Operator in each payment period.

II-Termination

This agreement shall be terminated:

- a) upon the agreement of the parties;
- b) upon the expiry of thirty (30) days' notice by LOOMIS EXPRESS to the Owner Operator in the event of a failure by the Owner Operator to perform or observe one or more of the covenants, conditions or agreements to be performed or observed by him pursuant to this agreement including by not limited to a failure to comply with the Specifications for Services;

- c) in the reasonable discretion of LOOMIS EXPRESS or the Owner Operator upon the expiry of thirty (30) days written notice to the other party.

The parties shall be relieved of their obligations pursuant to this agreement on the effective date of termination subject to their continued obligations in respect of any debts owing to the other party prior to the termination date and pursuant to Section 2.06 and Section 2.11.

III-Acknowledgment

LOOMIS EXPRESS and the Owner Operator hereby acknowledge and agree that this agreement is a contract for services and the Owner Operator shall for all purposes of this agreement be deemed a Dependent Contractor. This agreement shall not be construed in any respect to create between LOOMIS EXPRESS and the Owner Operator a legal relationship of partnership, employer and employee, master and servant or principal and agent.

IV-No Benefits

Notwithstanding the generality of Section III of this agreement, the Owner Operator shall not be entitled to any benefits or rights which would be afforded to an employee of LOOMIS EXPRESS or as outlined in the Canada Labour Code or any other federal or provincial statute, including but not limited to benefits such as vacation pay, holiday pay, company pension, Canada pension, dental or medical insurance, life insurance or unemployment or disability insurance.

V-Identifying Marks

The "LOOMIS EXPRESS" trademark, distinctive colors and designs used in connection with the business and services provided by LOOMIS EXPRESS shall remain at all times during the Term and any renewal thereof, the property of LOOMIS EXPRESS and any benefit associated with such use shall accrue wholly to LOOMIS EXPRESS. The Owner Operator during the Term and any renewal thereof shall be entitled to use the aforementioned "LOOMIS EXPRESS" trademark, distinctive colors and designs only with the consent of LOOMIS EXPRESS and in connection with the performance of services pursuant to this agreement.

VI-Filings

Subject to applicable law, the Owner Operator shall at his own expense if required, duly license and keep licensed the Vehicle with the relevant federal and provincial departments of transportation or any other governmental authority requiring registration of the Vehicle. The Owner Operator nominates LOOMIS EXPRESS as the Owner Operator's attorney during the Term or any renewal thereof, to the extent such acts are allowed by the relevant laws, to execute any documents, statements (financial or otherwise) or affidavits necessary for registration or filing pursuant to any federal or provincial laws, orders or regulations, as may be deemed advisable by LOOMIS EXPRESS, including but not limited to any filings necessary to obtain the appropriate motor carrier authority freight vehicle license authorizing transportation in the Vehicle of the goods delivered by LOOMIS EXPRESS customers to the Owner Operator for delivery pursuant to this agreement.

VII-Assignment

The Owner Operator during the Term or any renewal thereof shall not sell, assign, mortgage, pledge, hypothecate or otherwise encumber or suffer to exist a lien upon or against his interest in this agreement. Notwithstanding the foregoing, the Owner Operator shall be entitled to assign his interest in this agreement to a self-corporation wholly owned by the Owner Operator and his immediate family, with the prior written consent of LOOMIS EXPRESS which consent shall not be unreasonably or arbitrarily withheld.

In the event of an assignment of the interest of the Owner Operator to a self-corporation as aforementioned, the corporation concerned shall be bound by the terms of this agreement as though he was an original signing party to this agreement.

VIII-Owner Operator's Waiver

To the extent permitted by law or statute and to the extent the same extends to and relates to this agreement as amended or renewed, the Owner Operator hereby waives the benefit of all provisions of any applicable business, labour and other statutes and regulations made in any and all provinces of Canada, which could in any manner relate to the Vehicle or affect, restrict or limit the rights of LOOMIS EXPRESS pursuant to this agreement. To the extent permitted by law or statute and to the extent the same extends to or relates to this agreement as amended or renewed, the Owner Operator also waives and assigns to LOOMIS EXPRESS, the right of any statutory exemption from execution or otherwise and further waives any right to demand security for costs in the event of any litigation between the owner Operator and LOOMIS EXPRESS.

IX-Monies Collected:

All monies collected by the Owner Operator in performing the services pursuant to this agreement shall be collected on behalf of LOOMIS EXPRESS and shall constitute debts due and owing by the Owner Operator to LOOMIS EXPRESS and shall be delivered and paid to LOOMIS EXPRESS on the date collected. All monies collected by the Owner Operator as aforementioned but not paid to LOOMIS EXPRESS on the date collected may at the option of LOOMIS EXPRESS be set off and deducted from any Fees owing to the Owner Operator pursuant to this agreement. Notwithstanding the foregoing, LOOMIS EXPRESS retains the right to sue the Owner Operator in debt for any funds collected on behalf of LOOMIS EXPRESS by the Owner Operator pursuant to this agreement and not delivered as aforementioned.

X-Indemnity:

- a) The Owner Operator shall comply with all laws, regulations and Specifications for Services related to this agreement, the Vehicle and the use thereof and pay when due all license fees, assessments, sales, use, property, business, excise and other taxes (other than income or corporate taxes payable by LOOMIS EXPRESS) now or hereafter imposed by any federal, provincial or municipal taxing authority in relation to the Vehicle or this agreement.
- b) The Owner Operator also assumes liability for and agrees to indemnify, protect, save and keep harmless LOOMIS EXPRESS, its directors, officers, agents, employees, invitees, licensees, successors and assigns (hereinafter collectively referred to as "LOOMIS EXPRESS") from any and all liabilities, obligations, losses, debts, damages, penalties, claims, actions, suits, costs and expenses (including reasonable legal expenses) of whatsoever nature and kind which may be suffered, imposed or incurred by LOOMIS EXPRESS at any time, caused by or indirectly related to or arising in relation to the Vehicle or the services provided by the Owner Operator during the Term or any renewal hereof, unless directly caused by the willful misconduct or gross negligence of LOOMIS EXPRESS;

OBLIGATIONS**I-Of Owner Operator**

During the Term or any renewal thereof the Owner Operator undertakes and agrees to:

- a) Provide and personally operate the Vehicle in the performance of services to be provided pursuant to this agreement;
- b) ensure that the Vehicle complies with security, licensing, cleanliness, insurance, mechanical, maintenance, advertising, safety, physical condition and appearance requirements of LOOMIS EXPRESS as set out in this agreement and in the Specifications for Services as amended from time to time;
- c) keep accurate records, account for and submit to LOOMIS EXPRESS on a daily basis a summary of the day's LOOMIS EXPRESS transactions along with all waybills, cash, cheques, money orders and other forms of payment received on behalf of and for delivery to LOOMIS EXPRESS;
- d) ensure that no charges or expenses accrue to LOOMIS EXPRESS for any reason in connection with the Vehicle or performance of services under this agreement by the Owner Operator;
- e) remit all applicable sums under federal and provincial laws with respect to the performance of its obligations and the provision of services under this agreement, including in the event the Owner Operator has assigned its interest with the consent of LOOMIS EXPRESS to a corporation wholly owned by the Owner Operator and his immediate family, any payments owing to the Canada Pension Plan or Unemployment Insurance;
- f) not to operate for commercial purposes pursuant to this agreement any motor vehicles other than the Vehicle without the prior written consent of LOOMIS EXPRESS;
- g) provide and maintain at its own expense, the Vehicle, all tools, machinery, supplies, fuels and oils necessary to perform the services undertaken by the Owner Operator pursuant to this agreement; and
- h) co-operate with LOOMIS EXPRESS in any administrative, regulator or transfer procedures necessary for the Owner Operator to become and remain licensed under the operating authority of LOOMIS EXPRESS.

II-Of LOOMIS EXPRESS

During the Term and any renewal thereof, LOOMIS EXPRESS undertakes and agrees to provide the Owner Operator and the Vehicle with the appropriate motor carrier authority freight vehicle licenses authorizing transportation of the goods provided by LOOMIS EXPRESS in connection with performance of services by the Owner Operator.

III-Other Business

In the event the Vehicle is used to transport freight for others during the Term or any renewal thereof, the LOOMIS EXPRESS vehicle markings, the "LOOMIS EXPRESS" trademark, distinctive colors and designs, license plates and operating authority shall not be displayed or relied upon.

INSURANCE**I-Liability and Damage Insurance**

The Owner Operator shall during the Term and any renewal thereof, without cost of expense to LOOMIS EXPRESS, continue to carry or cause to be carried public liability insurance and property damage insurance (exclusive of any manufacturer's product liability insurance) with respect to the Vehicle and in relation to the performance of services under this agreement including:

- a) motor vehicle public third party liability insurance in an amount not less than two million dollars (\$2,000,000) on any Vehicle utilized by the Owner Operator in providing services to LOOMIS EXPRESS under this agreement, and all statutory motor vehicle liability insurance required under applicable laws or regulations; and
- b) comprehensive third party liability insurance in an amount not less than two million dollars (\$2,000,000) per incident against claims arising out of bodily injury and death and from damage to or destruction of the property of LOOMIS EXPRESS and its customers and other insurance, including loss of use thereof, to cover such perils as LOOMIS EXPRESS may require, in such amounts and with such terms and conditions as are satisfactory to LOOMIS EXPRESS. This policy shall contain an endorsement specifically including any contractual liability on the part of the owner Operator agreed to in this agreement; and
- c) cargo insurance in the amount of twenty-five thousand dollars (\$25,000). If the Owner Operator so elects, he may purchase a bond for cargo insurance from LOOMIS EXPRESS at the cost of _____ per year to be paid to LOOMIS EXPRESS by the Owner Operator prior to the Commencement Date (see attached form).

A copy of each of the aforementioned insurance certificates shall be delivered to LOOMIS EXPRESS on the Commencement Date and shall confirm that LOOMIS EXPRESS has been included as a named insured under the subject policies.

II-Further Insurance

- a) The Owner Operator shall also carry during the Term and any renewal thereof, loss of interest and reconstruction insurance in an amount not exceeding one million dollars (\$1,000,000) on any one loss with a five hundred dollar (\$500) deductible provision. This policy or the appropriate policies shall insure the Owner Operator against any act, omission, liability or loss from any cause whatsoever, except arising from acts of God or war.
- b) The Owner Operator shall also carry during the Term and any renewal thereof, at its sole expense, insurance coverage in favour of LOOMIS EXPRESS in respect of the indemnity obligations of the Owner Operator as set out in Section 2.11(b) of this agreement. A copy of the aforementioned insurance certificate shall be delivered to LOOMIS EXPRESS on the Commencement Date and shall confirm that LOOMIS EXPRESS has been included as a named insured under the subject policies.

III-Reporting

Immediately upon becoming involved in a motor vehicle accident or becoming aware of any potential claim related to the services to be provided pursuant to this agreement, the Owner Operator shall report the accident or potential claim to LOOMIS EXPRESS.

MISCELLANEOUS

I-Notices

Any notices or demands required to be given herein shall be given to the parties in writing by fax or e-mail to be confirmed by courier delivery or delivered by hand at the addresses first above written or to such other address as the parties may hereafter substitute by written notice given in the manner prescribed in this section. Such notice shall be deemed to have been given one (1) day after the sending of such fax or e-mail and immediately upon delivery by hand.

II-Further Assurances

Each party shall promptly execute and deliver to the other party such further documents and take such further action as such party may request in order to more effectively carry out the intent and purpose of this agreement.

III-No Representations or Warranties

The parties acknowledge and agree that there are not representations, warranties, covenants or agreements other than those contained in this agreement.

IV-Time is of the Essence

Time is of the essence with respect with this agreement.

V-Non-Waiver

No waiver by LOOMIS EXPRESS of any Event of Default or failure to comply with the Specifications for Services by the Owner Operator shall constitute a waiver of any other default by the Owner Operator or a waiver of the rights of LOOMIS EXPRESS in respect thereto.

VI-Amendment

This agreement may not be amended except in writing and shall be binding upon and ensure to the benefit of the parties hereto, their successors and assigns. Any provision of this agreement which is unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

VII-Entire Agreement

This agreement and the Schedules attached hereto as amended from time to time, set forth the entire agreement between the Owner Operator and LOOMIS EXPRESS respect of the services to be provided hereunder.

SPECIFICATIONS FOR SERVICE

The Owner Operator hereby undertakes and covenants to perform the services pursuant to the agreement and to strictly adhere to the following guidelines:

THE OWNER OPERATOR SHALL:

1. be available for service at all times and places established from time to time by mutual agreement with LOOMIS EXPRESS;
2. have on hand an adequate supply of waybills, envelopes, flyers and other supplies required by the operating authority of LOOMIS EXPRESS;
3. prepare and submit accurate and honest reports to LOOMIS EXPRESS for the services performed pursuant to the Agreement on a daily basis;
4. submit billing copies of waybills relating to all pickups and proof of delivery copies of waybills relating to deliveries, where a copy is available, to LOOMIS EXPRESS at the end of each work day;
5. pick up and deliver every shipment of packages assigned by LOOMIS EXPRESS to the Owner Operator in accordance with the instruction standards of service set to LOOMIS EXPRESS;
6. be responsible for the loading, unloading, maintaining and servicing of the Vehicle and the verifying of all customer material;
7. discuss with LOOMIS EXPRESS any dispute respecting adjustments made to his waybill/stop totals for any day and accept any adjustments respecting the totals of the waybills/stop made in his presence;
8. present himself to work in a clean uniform at all times during service hours;
9. ensure that the Vehicle is clean, sound and in good working condition, with all advertising materials supplied by LOOMIS EXPRESS properly displayed;
10. ensure that the Vehicle continues to meet the specifications of LOOMIS EXPRESS as to colour, type, advertising and security;
11. drive the Vehicle in a safe, cautious and expeditious manner;
12. conduct himself in a polite and helpful manner while making pick-ups and deliveries on behalf of LOOMIS EXPRESS;
13. exercise extreme caution and care to prevent any packages from being lost, stolen, misplaced, misdirected, damaged or destroyed;
14. notify LOOMIS EXPRESS in the event of any accident that an accident has taken place and if necessary arrange for an alternate to maintain service scheduling and to perform the balance of services to be performed by him on behalf of LOOMIS EXPRESS under this agreement for the remainder of the day concerned;
15. not use any alcohol or drugs while performing the services under this agreement;
16. properly lock any door when leaving premises which the Owner Operator has gained access to by virtue of any keys supplied by LOOMIS EXPRESS or the customer concerned;
17. obtain the appropriate signature on the scanner as proof of delivery;
18. obtain the appropriate signature on the LOOMIS EXPRESS waybill or sub proof of delivery waybill, when unable to use the scanner;
19. make every effort to ensure that all parcels and envelopes are handled appropriately and with care;
20. report and record on the scanner any deliveries or pick-ups not completed exactly as instructed for any reason;
21. ensure that the Vehicle is kept locked and fully secured at all times;

22. not allow any passengers not authorized by LOOMIS EXPRESS in the Vehicle when performing the services pursuant to the agreement and delivering or picking up parcels on behalf of LOOMIS EXPRESS;
23. be responsible for ascertaining all of the service requirements necessary to perform as an Owner Operator to the satisfaction of LOOMIS EXPRESS;
24. provide a replacement driver or vehicle, when necessary, either of which must previously have been cleared and deemed acceptable to LOOMIS EXPRESS;
25. not disclose any information the Owner Operator might have access to that could decrease the ability of LOOMIS EXPRESS to service its customers;
26. exercise extreme caution and care to prevent the scanner from being lost, stolen, misplaced, damaged or destroyed;
27. notify LOOMIS EXPRESS immediately in the event the scanner does not work properly, to ensure timely corrective action is taken.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and first year first above written.

SIGNED, SEALED AND DELIVERED

By

In the presence of:

_____)

Name

_____)

Address

_____)

LOOMIS EXPRESS

City/Province

_____)

Per:

Occupation

SIGNED, SEALED AND DELIVERED

By

In the presence of:

_____)

Name

_____)

Address

_____)

City/Province

_____)

Occupation

*NOTE: Witness not required if executed under corporate seal by duly authorized signing authority.

SCHEDULE (C) – LIABILITY INSURANCE

The Owner Operator shall, at their own expense and without cost or expense to LOOMIS Express (Canada) Ltd., obtain and maintain during the term of this Agreement the following insurance in respect to the vehicle and in relation to the performance of services under this Agreement:

- a) Motor vehicle third party liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence on any vehicle utilized by the Owner Operator in providing services to LOOMIS Express (Canada) Ltd. under the terms of this Agreement together with any further statutory motor vehicle liability or other insurance which may be required under applicable laws or regulations;
- b) Comprehensive general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence against claims arising out of bodily injury or death or loss or damage to, or the destruction of property belonging to LOOMIS Express (Canada) Ltd. or its customers, including the loss of use thereof covering such perils as LOOMIS deems necessary and in such amounts and with such terms and conditions as are reasonably acceptable to LOOMIS Express (Canada) Ltd. The Policy referenced herein shall contain an endorsement specifically covering the contractual liability of the Owner Operator under the terms of this Agreement.

The foregoing insurance must be placed with an insurer reasonably acceptable to LOOMIS Express (Canada) Ltd. The Owner Operator must further provide LOOMIS Express (Canada) Ltd. with a Certificate of Insurance evidencing the foregoing insurances prior to services being commenced. Said Certificates of Insurance evidencing the coverage's herein shall also contain the following provisions:

- a) LOOMIS Express (Canada) Ltd. will be added to said policies as an additional insured but only with respect to liability that may result from the performance of the Agreement;
- b) The Owner Operator and the insurers further agree to waive all rights of subrogation as against LOOMIS Express (Canada) Ltd.;
- c) The policies shall contain severability of interest and cross liability clauses;
- d) The Insurers will provide LOOMIS Express (Canada) Ltd. with thirty (30) days prior written notice of any cancellation or material change in the policies.

LETTER OF UNDERSTANDING A1

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
LOCAL 4005
(HEREINAFTER REFERRED TO AS THE "UNION")**

CONVERSION

Owner Operator to Hourly Conversion

In the event that the Company decides to convert any Owner Operator route(s) to hourly, the following shall apply:

- 1) The Company will provide at least ninety (90) days' notice of the conversion to the Union and the Union and the affected Owner Operator(s).
- 2) The Company will meet with the Union and the affected Owner Operator(s) to discuss any issues of mutual concern relating to the conversion.
- 3) The affected Owner Operator(s) will be given the first opportunity to accept any hourly route(s) resulting from the conversion or may exercise their seniority rights pursuant to the Collective Agreement or may elect to resign and accept a severance payment equivalent to two (2) weeks per year of service at the prevailing hourly driver rate. These options will also be available to any Owner Operator who is bumped by another Owner Operator as a direct result of the conversion. An Owner Operator who, by accepting an hourly route or otherwise exercising his/her seniority rights to bump into an hourly position, will be given credit for all continuous service since her/her original date of service for the purposes of the collective agreement.
- 4) If the Owner Operator requests, the Company will either assume responsibility for the vehicle leases of affected Owner Operator(s), or, if the Owner Operator(s) owns his/her vehicle, the Company will purchase it at fair market value (based on three (3) independent quotes paid for by LOOMIS), provided the vehicle was acquired or committed to by the Owner Operator prior the date of notice under paragraph 1 above.

If the vehicle is leased and there remains residual equity in the lease, the Owner Operator will be compensated accordingly.
- 5) The Company will indemnify the affected Owner Operator(s) for any reasonable and customary business expenses already incurred or committed to for the current year which are not otherwise recoverable by the Owner Operator, including insurance, benefits, permits and cancellation fees, provided such costs were incurred prior to the date of notice under paragraph 1 above.

- 6) The Company will indemnify the affected Owner Operator(s) for any legal or accounting fees reasonably incurred as a result of the conversion, to a maximum of \$2,000 per Owner Operator.
- 7) It is understood that any Owner Operator that takes an hourly driving position as a result of these provisions will be awarded a forty hour per week position. If no such position exists, then the Owner Operator may exercise their rights to bump in the new classification.
- 8) If, prior to the notice under paragraph one (1) above, the Owner Operator has incurred indebtedness directly related to the operation of his/her vehicle which exceeds the equity in the vehicle, the Company will provide the Owner Operator with reasonable financing assistance relating to such indebtedness including, if necessary, a loan to a maximum of five thousand (\$5,000) subject to the conditions set out in paragraph seven (7) above.
- 9) Any dispute over the application of this Letter of understanding may be submitted to arbitration in accordance with Article 4 of the Collective Agreement.

Hourly to Owner Operator Conversion

- (1) Routes identified as future Owner Operator routes can be Designated and the Employees in these routes will be given the option of (1) accepting the conversion under the terms agreed to by the Company and the Union or (2) electing a severance payment equal to two (2) weeks per year of service at the Hourly Driver rate for their route.
- (2) If an Hourly Employee (not a Driver) is displaced and eventually loses his/her job as a result of this process, they will receive the same severance package at their rate of pay.
- (3) OWNER OPERATOR LANGUAGE

The Company will evaluate routes and route structures and determine which routes or combinations of routes will be designated as Owner Operator routes. If the routes to be converted are presently occupied by an Hourly Employee, the Company will notify the Union and the Employee by giving his/her three (3) months' notice of the intention to change the route to an Owner Operator route.

In the event the Company determines a current hourly route is to be converted in whole to an Owner Operator route, the Hourly Employee affected will have the option to become an Owner Operator or exercise his/her seniority.

If the Hourly Driver mentioned above elects to become an Owner Operator, the program below will apply. If the Hourly Driver chooses not to become an Owner Operator and elects to exercise his seniority, the new Owner Operator route will be posted for all Employees to bid upon as an Owner Operator route.

The Hourly Driver whose route or routes have been identified as an Owner Operator route will have the first thirty (30) days to make his/her decision.

If the Hourly Driver elects to become the Owner Operator they will be afforded the following:

- (1) If available, to purchase a Company truck of their choice at less than fair market value.

- (2) For the first six (6) months, the Company will agree to take the Company truck back for any reason except negligence, in the event the Owner Operator is unsuccessful with his route.
- (3) The newly converted Owner Operator will be afforded a credit limit of two thousand and five hundred dollars (\$2500) to defray start-up expenses for maintenance costs, subsidy payments or as a contingency fund for the first six (6) months of business, to be paid back to the Company within the first twelve (12) months of service as an Owner Operator in monthly/weekly installments, to be arranged by the Owner Operator and the Company. (Interest Free)
- (4) The Company shall reimburse to the new Owner Operator, the cost of an Accountant/ bookkeeper or financial advice up to a maximum of five hundred dollars (\$500.00), for assistance in setting up his/her business.
- (5) During the first six (6) months, the newly converted Owner Operator will be allowed the following: In a Company directed conversion, the Hourly Employee who will not, or cannot utilize his/her seniority, will be given two (2) weeks pay for each year of service with the Company (prorated), as his/her termination and severance should they choose not to elect recall status

At six (6) months the Owner Operator and the Company will assess the conversion and if the Owner Operator chooses not to continue as an Owner Operator, the following will apply:

- (6) The newly converted Owner Operator will accept a termination and severance payment equivalent to two (2) weeks' pay for each year of service with the Company (prorated).
- (8) This LOU and the ability to convert hourly employees, job, work, freight, routes etc. to Owner Operator is subject to any limitations in each provincial appendix including but not limited to any grandfathering language

LETTER OF UNDERSTANDING A2

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
LOCAL 4005
(HEREINAFTER REFERRED TO AS THE "UNION")**

PAYMENT FROM HANDHELD

During the term of this agreement, the Company intends to implement the paying of Owner Operators from the hand held device thereby eliminating paying from Owner Operator invoices.

The Company will work with the Union and Owner Operators to develop, test, and only if successful, implement the electronic payment.

It is agreed by both parties that a pilot project will be implemented at a branch of the Company's choice for a period of sixty (60) working days, in a branch in each province. At the expiration of the sixty (60) working days the Company will meet with a committee of no less than three (3) Owner Operators appointed by the Union, Unit Chair and/or designate for the purposes of studying and resolving any issues related to the program.

Should the electronic device fail and the company cannot recover the data for that day. The Owner operator will be paid the average over the last ten (10) working days for that day.

This program will not be implemented without the Union's approval in writing.

LETTER OF UNDERSTANDING A3

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
LOCAL 4005
(HEREINAFTER REFERRED TO AS THE "UNION")**

COMMUNICATION

The parties agree that Owner Operators in New Brunswick and Prince Edward Island will be provided with a twenty five dollar (\$25.00) per month payment, as compensation towards cellular phone expenses. It is understood that drivers must be contactable on their cell phones during working hours.

This payment will cease at the sole discretion of the company with 30 calendar days' notice to the union.

LETTER OF UNDERSTANDING A4

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
LOCAL 4005
(HEREINAFTER REFERRED TO AS THE "UNION")**

UNSUCCESSFUL OR NON-BILLABLE DELIVERY OR PICK-UP

The parties agree that if an Owner Operator attempts an unsuccessful/non-billable delivery or pick-up, they will be paid on their invoice, providing they fill out an exception code explanation document and have followed correct scanning process as per Company policy.

Management reserves the right to review and challenge all explanations given, and deduct payment accordingly for proven invalid explanations. This process must be challenged by the end of the business day following receipt of the Owner Operator's invoice, or the company forfeits the right to deduct pay.

LETTER OF UNDERSTANDING A5

BETWEEN

**LOOMIS EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")**

AND

**UNIFOR
(UNIFOR - CANADA)
LOCAL 4005
(HEREINAFTER REFERRED TO AS THE "UNION")**

SNOW DAYS

If an Owner Operator attended the branch, loaded their vehicle, went out and attempted to service their route, they will be compensated with their daily minimum payment provided they contact dispatch to inform them of the hazardous conditions prior to them returning to the branch.

If an Owner Operator has attended the branch, loaded their vehicle and they are unable to service their route, they will be permitted to work a minimum of 4 hours within the branch to reduce the impact for lost revenue that day. The work assigned will be based on the work available for the day in question including unloading of trucks. The work will be paid at the warehouse rate of pay for only those hours which have been worked.

If an Owner Operator attended the branch and did leave the facility at their own choice without management agreement regarding the circumstances, no compensation payment will be made.

If an Owner Operator does not attend the branch, no compensation will be paid (including daily minimums). The branch will not be making contact with the Owner Operator, however in the event that the branch does contact the Owner Operator, the Owner Operator shall be paid the daily minimum at the rate as outlined in the agreement for Owner Operators.

PEI HOURLY SPECIFIC LANGUAGE

ARTICLE PEI-B1 - SCHEDULING WORKING HOURS AND OVERTIME

PEI-B1.01 Monthly Meeting to Maximise Hours for Posting

The Company and the Union designates at a depot shall meet monthly to review all hours available for the purpose of maximization to determine future postings or increases to existing postings.

The Company shall maximize all hours at each depot to provide the most full time eight hour shifts possible.

The Company must also maximize shifts of less than eight (8) hours in length by combining all available hours to build shifts as close to eight (8) hours as possible. This will include casual hours.

PEI-B1.02 Work Week

The work week will be Monday through Sunday, consisting of five (5) consecutive days of work, eight (8) hours per day, forty (40) hours per week for all regular full-time employees, except as provided in clauses PEI-B1.05 and B1.06.

PEI-B1.03 Entitlement to Benefits

Any regular full-time or part-time Hourly Employees working twenty (20) hours or more per week shall be entitled to the full or pro-rated rights and benefits of this Collective Agreement.

PEI-B1.04 Reporting Pay

Any full-time or part-time Hourly Employee ordered to report to work at a time specified by the Company, and who does report for work at the said time will be guaranteed a minimum of four (4) hours work or four (4) hours pay in lieu thereof; unless the Employee quits, or is discharged for just cause prior to the completion of four (4) hours. Any full-time employee who works beyond four (4) hours on his or her regularly scheduled work day will be paid according to the regular hours scheduled for that day unless the Employee quits, or is discharged for just cause prior to the completion of the shift.

PEI-B1.05 Four Day Ten (10) Hour Work Week

Upon mutual agreement, in writing, between the Company and the Union, a shift comprising four (4) consecutive days and ten (10) consecutive hours per day, excluding lunch period shall be established.

PEI-B1.06 Additional or Supplementing of Hours

Regular part-time Hourly Employees will be given the first opportunity by company seniority and by classification to supplement their hours of work.

PEI-B1.07 No Split Shifts Without Union Agreement

No employee shall work splits shifts without the written agreement of the Union.

PEI-B1.08 No Time Off in Lieu of Overtime

No employee shall be required to take time off in lieu of overtime hours worked.

PEI-B1.09 Driver Route Information to be Posted

A chart indicating each route by number, class, area, current driver, scheduled hours and any other pertinent comments concerning each route shall be placed in a locale easily observed by all drivers within each branch and shall be updated when any of the posted information becomes invalid or is changed.

PEI-B1.10 Overtime Rights and Rules

(a) All time worked in excess of forty (40) hours per week and over eight (8) hours per day or ten (10) hours per day in a short work week will be paid at one and one-half (1-1/2) times the basic rate.

The Company will offer the qualified available Hourly Employee with the most company seniority in that classification overtime when such overtime occurs.

Any Hourly Employee who wishes to be considered for overtime assignments above must advise the Company in writing by signing the bi-weekly overtime list. Such overtime list shall be posted on the bulletin board by the Company on the Monday morning of the week prior to the next bi-weekly overtime period, such list shall come down and be finalized on the Friday morning of the week prior to the next bi-weekly overtime period. Such finalized list shall be posted on the bulletin board.

If there are no volunteers or employees signed up for overtime then the company can force the most junior employee in that classification to work the overtime.

(b) Additional hours which are a continuation of a regularly scheduled run or shift are exempt from the provisions of Clauses PEI-B1.10 (a). In this situation, overtime will be worked by the employee working that specific run or shift. An employee who cannot work continuation overtime due to family or other reasons shall be excused from performing the overtime.

The Company shall provide a minimum of two (2) hours' notice for mandatory overtime except in the event of an emergency where employees will be required to work on short notice. Where it is proven that the Company did have two (2) or more hours' notice but used the short notice requirement, then all overtime hours worked shall be paid at double time.

(c) The maximum mandatory overtime will be ten (10) hours per month.

PEI-B1.11 Paid Rest Periods

All Hourly Employees covered by this Collective Agreement shall, for each four (4) hour period or major portion thereof, have a fifteen (15) minute Company paid rest period.

PEI-B1.12 Meal Breaks

All shifts over five (5) consecutive hours shall have a one half (½) hour unpaid meal break, between the third (3rd) and sixth (6th) hour, unless otherwise mutually agreed to by the Company and the Employee.

ARTICLE PEI-B2 - HOLIDAYS**PEI-B2.01 Statutory Holidays Observed**

The following Statutory Holidays will be observed with pay:

New Year's Day	Victoria Day	Labour Day	Christmas Day
Islander Day	Canada Day	Thanksgiving Day	Boxing Day
Good Friday	Civic Day	Remembrance Day	

PEI-B2.02 Holiday Paid in Addition to Vacation Pay

An Hourly Employee shall be paid for any statutory holiday falling during his/her vacation, in addition to vacation pay.

PEI-B2.03 Day in Lieu

If a recognized holiday occurs during an Hourly Employee's vacation or on a regular day off, the Employee, by mutual consent, shall receive a day off with pay or a regular day's pay at straight time. Should the Employee choose a day off, it may be taken on the first working day following his/her vacation.

PEI-B2.04 Eligibility

Eligible Employees are those Hourly Employees who are full-time and part-time Employees regularly scheduled to work a minimum of twenty (20) hours per week, and have been employed in excess of thirty (30) calendar days. An eligible Employee will be entitled to pay for the above noted holidays, although no work is performed, provided that on the regularly scheduled day preceding and the scheduled day following such holidays the employee is at work or on an approved leave of absence or vacation.

The employer will recognize reasons advanced by the employee for absenteeism on the regular scheduled work day preceding or following the holiday, and if deemed reasonable and legitimate, such holiday pay entitlement will be granted.

PEI-B2.05 Payments for Statutory Holidays – Part Time Employees

Part-time Hourly Employees will be paid four percent (4%) of his/her previous thirty (30) days earnings for the holiday.

PEI-B2.06 Payments for Statutory Holidays – Full Time Employees

Holiday pay will be computed by multiplying the Employee's basic hourly rate of pay by the number of hours worked in the Employee's regularly scheduled work day.

PEI-B2.07 Four (4) Day Ten (10) Hour Work Week Holiday Pay

Those Employees working under a long day, short week agreement will receive their normal days' pay if the holiday falls on their regularly scheduled day of work. If the holiday falls on a non-regularly scheduled day of work, the Employee will receive ten (10) hours pay at the basic rate for his/her classification.

PEI-B2.08 Payments for Shifts Start

If an Employee's normal shift starts prior to twelve (12) midnight of the day before the declared holiday, he/she will be paid at his/her regular scheduled rate. Any Employee commencing work before twelve (12) midnight of the declared holiday will be paid at time and one-half (1 ½ times) for the day worked in addition to the holiday pay but this will not apply if the Employee receives a day off in recognition of the holiday.

PEI-B2.09 Proclamation of New Statutory or New General Holidays

In the event a statutory (general) holiday is proclaimed by the Federal Government such holiday shall also be observed if not already listed in the above holidays.

PEI-B2.10 Determination of Holiday Pay

In the case of a general holiday falling on a Monday, Hourly Employees whose work week commences on Sunday, Sunday shall be their general holiday and their work week will then commence on Monday. In the case of a general holiday falling on a Friday, Employees whose shift commences on Thursday and ends on Friday, Thursday shall be their general holiday and their work week would then be completed on Thursday morning.

PEI-B2.11 Separate Agreements for Remembrance Day

It is agreed for the Statutory Holidays of Remembrance Day, to facilitate operational needs, there may be the occasion that some Employees' shifts may be altered to accommodate the fluctuations in business. In these cases, the Employees will be given the day before or the day following the holiday or on a day mutually agreed between the Employee and the Company. The Company will utilize qualified junior employees or volunteers prior to utilizing senior employees.

ARTICLE PEI-B3 - VACATION AND VACATION PAY**PEI-B3.01 Posting of Seniority Lists for Vacation Purposes**

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

PEI-B3.02 Vacation Selection, Approval and Posting

Each Hourly Employee will select his/her desired time for vacation, understanding that vacations cannot be taken until after January 1st. An Employee shall be required to select his/her vacation dates prior to March 31st of each year. Any Employee failing to select his/her vacation date, except for bona fide sickness or injury where the Company is unable to contact, shall forfeit his/her Company seniority rights for vacation selection and will be required to wait until all other

eligible Employees within the depot or Branch have selected their dates. Any Employee who wishes to change his/her selection after the 31st day of March will not be able to exercise his/her Company seniority rights on his/her revised selection, which shall require the Company's approval.

Such approval or disapproval shall be given in writing within fourteen (14) calendar days of the request.

The completed vacation schedule shall be posted by April 15th and copied to the Local Chairperson and Local Union office.

PEI-B3.03 Percentage of Employees Allowed Off on Vacation

The Company shall permit at least ten percent (10%) of the Employees within each shift of each group at each depot and covered by this Agreement, to take vacation at the same time.

PEI-B3.04 Splitting of Vacations

Employees may split their vacation weeks, if they so desire or take them consecutively to a max of two (2) weeks at any one time.

PEI-B3.05 Splitting of Vacation Rules

Employees with more than three (3) years of service may split one week of their vacation per calendar year into days. Should an Employee elect this option, selection of these days will take place within fifteen (15) calendar days after all other employees within the Branch have had their opportunity to elect vacations outlined in Article PEI-B3.02.

Employees may request to split up to five (5) additional days provided they are not utilized on consecutive weeks or between June 15 and September 15.

- (a) Understanding that seasonal lay-off period i.e. Christmas excluded in using up split days allotment.
- (b) Understanding that the additional 5 day split is not intended to be used on a consecutive basis to shorten the normal work week during the summer period (June 15 - September 15).

PEI-B3.06 Vacation Pay

Full-time and part-time Hourly Employees who have completed one (1) year as regular Employees shall be entitled to vacation pay on or after their Company seniority dates. Regular full-time Employees only will be paid the greater of:

- (a) all amounts accrued to their vacation bank from the preceding January to December allocated over the number of hours of entitlement
- (b) or the vacation weeks entitlement at their current rate of pay

For Owner Operators that transfer to an hourly position, entitlement to vacation & vacation pay will coincide with the Owner Operator's anniversary date of transfer to hourly status.

Annual Vacation is prorated in the first year of employment based on the period of hire to December 31st.

PEI-B3.07 Vacation Service Requirements and Entitlement**(a) Annual Vacation Entitlements**

The vacation year commences on January 1st and ends on December 31st. Payment is based on the appropriate percentage of the previous year's gross earnings (regular and overtime).

Employees with LESS than one (1) year of continuous employment shall be entitled to the greater of one vacation day with pay for each 25 days worked or four percent (4%) of gross earnings at the time the vacation is taken. In subsequent years, employees will be entitled to vacation with pay based on the following chart:

(b) Employees hired after December 31, 2012

At the beginning of the calendar year, employees who have completed:

<u>Years of Service</u>	<u>Vacation Entitlement</u>
One (1) Year of continuous service	Two (2) weeks or 4%
Four (4) Years of continuous service	Three (3) weeks or 6%
Ten (10) Years of continuous service	Four (4) weeks or 8%
Twenty (20) Years of continuous service	Five (5) weeks or 10%
Twenty six (26) Years of continuous service	Six (6) weeks or 12%

(c) Employees hired before December 31, 2012

At the beginning of the calendar year, employees who have completed:

One (1) Year of continuous service	Three (3) weeks or 6 %
Four (4) Years of continuous service	Four (4) weeks or 8%
Ten (10) Years of continuous service	Five (5) weeks or 10%
Twenty six (26) Years of continuous service	Six (6) Weeks or 12%

Every employee is required to take vacation in the year of entitlement. Consideration will be given to the Company's priorities, servicing the needs of each department and the length of service of employees when scheduling vacations. Unused vacation will not be carried forward to future years and any outstanding vacation remaining at the end of the calendar year will be forfeit except under unusual circumstances and a carryover is subject to the written approval of the President.

Any employee who, due to sickness or injury, is unable to take or complete their vacation entitlement in that year will receive a payment of the outstanding amount which will be paid out at the beginning of the following calendar year.

PEI-B3.08 Part Time Employees Vacation Pay

Regular part-time Employees will receive vacation pay to the percentage entitlement applied to their annual gross earnings for the anniversary year for which they are receiving their vacation in accordance with PEI-B3.05 above.

PEI-B3.09 Pay While on Vacation

Employees shall receive their pay as per the normal schedule while off on vacation via direct deposit subject to enough funds remaining in the employees vacation bank.

PEI-B3.10 Call In or Working During Booked Vacation

Hourly Employees, while on vacation, cannot be called in to work unless the Employee agrees. When an Employee is called in, by mutual agreement, the Employee will have the right to negotiate his/her remaining vacation prior to returning to work.

PEI-B3.11 No Accumulation of Vacation

Employees must take their earned vacation for which they are eligible, within the calendar year. No Employee will be permitted to accumulate vacation from year to year.

PEI-B3.12 Full Time Credit for Vacation

For the purpose of determining when a full-time Employee qualifies for vacation and vacation pay, the parties agree that when a regular full-time Employee has worked a minimum of sixteen hundred (1600) hours in the first twelve (12) months following the anniversary date, the Employee will be eligible for vacations as set forth above.

PEI-B3.13 Definition of a Years' Service

Sixteen hundred (1600) accredited hours will constitute one (1) years' service but no Employee will be permitted to accumulate more than one (1) years' service or additional fraction thereof in any single anniversary year.

PEI-B3.14 Definition of Credited Hours

Credited hours will be those hours actually worked or credited as follows including: recognized holidays, vacations, funeral leaves, jury duty, leave of absence due to Union business and hours lost by reason of accident or illness during an anniversary year for a period not to exceed sixty (60) days or four hundred and eighty (480) hours if the Employee has less than sixteen hundred (1600) hours of work in that anniversary year to qualify for a vacation herein stipulated.

PEI-B3.15 Credited Hours of Less Than Sixteen Hundred (1,600)

Regular part-time and those regular full-time Employees, who have been credited with less than sixteen hundred (1600) hours in their anniversary year, will be paid the appropriate percentage of their regular pay. That is, four (4) percent, six (6) percent, eight (8) percent, ten (10) percent, or twelve (12) percent based on their length of service, earned since their last completed anniversary year.

PEI-B3.16 Vacation Pay When Dismissed or Quit

Any Employee who is dismissed or who voluntarily leaves the employ of the company shall have all accrued vacation monies paid out on the next regular pay period.

ARTICLE PEI -B4 - HEALTH AND WELFARE**PEI-B4.01 Plan Details**

The Company shall provide a comprehensive health and welfare plan as per the current structure, rules and levels.

The Company agrees to provide all Employees with current details and information covering all Employee benefit programs for which Employees covered by this Agreement are entitled to participate.

PEI-B4.02 No Changes Allowed to Benefits or Plans

The company shall not lower, change, modify or delete any benefits in place during the term of this agreement without the Union's agreement. Should it be necessary to change benefit providers, and the composition of the benefit package is unable to be maintained in its current form, the parties agree to meet to resolve the issue prior to any change being implemented.

PEI-B4.03 Benefit Booklets

The Company agrees to provide updated booklets and forms electronically.

PEI-B4.04 Group Insurance Summary**LOOMIS EXPRESS P. 164780**

BASIC LIFE	2 x annual earnings Max: \$1,000,000 80 % of costs covered by TransForce and 20% of costs are paid by the employee
ACCIDENTAL DEATH & DISMEMBERMENT	2 x annual earnings Max: \$1,000,000 80 % of costs covered by TransForce and 20% of costs are paid by the employee
OPTIONAL LIFE	You have the option of purchasing additional life insurance for yourself, your spouse and your children. Spousal coverage is available in units of \$10,000 and child coverage is available in units of \$5,000. Evidence of insurability is required for employee and spouse. See the Group Insurance Enrollment Form and Rate Guide to apply.
SHORT-TERM DISABILITY Salary continuance	Waiting period- Illness: 3 consecutive days Waiting period- Accidental injury: within 1 day of accident 75% of your weekly earnings Max: \$3,000 per week Benefits up to 26 weeks – Benefit payments are taxable

<p>LONG-TERM DISABILITY</p>	<p>60% of monthly earnings Max: \$15,000 monthly Max. benefit period: to age 65 Waiting period: 182 days LTD benefits payable for 24 months if illness or injury prevents you from doing your own job and any occupation after 24 months. Employees pay the premium for long-term disability coverage which is <u>mandatory</u>. The premium is deducted from your pay. Benefit payments are non-taxable.</p>
<p>HEALTH CARE Drugs:</p> <p>Other Expenses: Deductible: \$100 Individual \$200 Family</p>	<p>Pay direct drug card issued upon eligibility. 80% coverage on first \$2,000 & 100% thereafter \$5 per prescription (DIN) deductible.</p> <p>Out-of-country coverage: 100% Hospital: 100% semi-private room Eye exam: \$45 every 24 months</p> <p>Paramedical: 80% reimbursement, combined max. \$1,000 per calendar year for physiotherapist, psychotherapist, chiropractor and speech therapist. All other covered expenses: 80% 80 % of costs covered by TransForce and 20% of costs are paid by the employee</p>
<p>DENTAL CARE</p> <p>Deductible: \$100 Individual \$200 Family</p>	<p>Preventive: 100% Basic: 80% Major: 50%</p> <p>Orthodontic: 50%, max \$2,000 lifetime for children under 19 Annual max. (except orthodontic): \$2,000 per calendar year 80 % of costs covered by TransForce and 20% of costs are paid by the employee</p>
<p>HEALTH CARE SPENDING ACCOUNT (HCSA) (to pay eligible medical/dental expenses not covered under plan)</p>	<p>Individual: \$350.00 each calendar year Family: \$700.00 each calendar year Amounts to be spent within 24 months of deposit. Employer deposits amount on the 1st of every year. Annual amount is pro-rated based on eligibility date.</p>

ARTICLE PEI-B5 - SICK LEAVE BENEFITS

PEI-B5.01 Calculation of Sick Days

Employees who work sixteen hundred (1600) hours or more per year and have completed one (1) year of service as a regular employee in the previous year shall, upon each anniversary year of employment, have four (4) days sick leave with pay placed in their sick leave bank. The sick days will be calculated based on the

average number of regularly assigned / worked hours. Unused sick leave days will be paid out at straight time rate at the end of each anniversary year.

PEI-B5.02 Part Time Employees Calculations

Regular part-time Employees will be credited with sick leave based on hours worked for each anniversary year of employment multiplied by a factor of .023. Unused sick leave days will be paid out at straight time rate at the end of each anniversary year.

PEI-B5.03 No Loss of Seniority When Off Work

There will be no loss of Company seniority for Employees on medical leave of absence, illness, workers' compensation, except as may be mutually agreed upon in writing between the Company and the Union.

PEI-B5.04 Payment for When Injured on the Job

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

PEI-B5.05 Pay Out When Transferring to Owner Operator Status

Dependent Contractors who have transferred from hourly status will be paid out immediately upon signing.

PEI-B5.06 Use of Sick Day Credits for Other than Being Sick

Employees will be eligible to use their sick leave entitlements for day care conflicts, family emergencies, and dental/medical appointments.

ARTICLE PEI-B6 - HOURLY SENIORITY

PEI-B6.01 Use of Seniority

Under the following conditions an Employee shall have the right to exercise his/her Company seniority to any position within their Group to which his/her Company seniority will entitle them at their location:

- (a) When his/her hours of work are reduced,
- (b) When his/her start or finish times are changed one and one half (1-1/2) hours or more except where a split shift is involved where the shift is changed one hour or more.

In the event a case of personal hardship can be substantiated the employee may by mutual agreement between the Company and the Union, exercise their seniority rights for a shift schedule change greater than fifteen (15) minutes.

PEI-B6.02 Casual Employee Rules and Rights

(a) Casual Work in Seniority Order

Casual workers will be allotted work or called in for work in company seniority order by location.

(b) Usage of Casual Employees

Casuals shall be employed to relieve in positions occupied by regular full-time and part-time Employees or during overload or peak periods of work subject to item (b) below.

Without limiting the foregoing, the Company may call casual workers to relieve positions normally occupied by regular or part-time Employees who are absent from work for any reason. Casuals will be utilized to perform work outside of scheduled work periods and during overload or peak periods of activity, but shall not be used to circumvent the hiring of regular full-time or part-time Employees. Clauses 1.05 and 1.06 of the National collective agreement are applicable to casual workers. The above conditions include but are not limited to:

- i. Vacation relief,
- ii. Sick leave relief (W.C.B., weekly indemnity),
- iii. Leave of absence - education, maternity, compassionate,
- iv. Work that cannot be made part of an existing position except as provided in Clause PEI-B6.02 (a).

(c) Posting of Casual Work and Hours As Full or Part Time Positions

Casual work shall be posted as a regular part-time or full-time position when any of the following applies:

- i. The work involves a minimum of twenty (20) hours per week for four (4) weeks in seven (7) or
- ii. The work has, after the fact, resulted in an average of twenty (20) hours per week for four (4) weeks in seven (7).

(d) Casual Employees Requirement to Provide Availability

In order to ensure the Company is able to schedule an adequate number of Hourly Employees on each shift, Casual Hourly Employees will provide the Company with their available dates on a bi-weekly basis.

(e) Regular Employees Declaring Casual Status During Layoff

A regular Employee who is laid off for lack of work may, at his/her option, have his/her name placed first on the casual call list. Such declaration shall be made in writing within five (5) calendar days of actual lay off. Regular Employees who elect to protect casual work shall maintain and accumulate Company seniority and benefits. Benefits will consist of continuous health and welfare items, i.e. Provincial Medical and Dental for a maximum period of sixty (60) days following the month of layoff.

(f) Monthly Casual Lists and Requirements

The Company shall provide to the Union, a monthly report of all casual workers showing branch, classification and number of hours worked during each pay period for the previous six (6) month period of this Agreement.

PEI-B6.03 Probationary Employees

All new Employees shall be considered on probation during the ninety (90) days following the beginning of their employment. In the event that a casual worker secures a part-time or full-time position, he/she will be required to serve a probationary period of 514 hours with the Company which will include hours worked as a Casual Employee, if found unsuitable during this period, such Employee will not be retained in the service. Following completion of this ninety (90) day period, the Employee shall be placed on the seniority list and his/her Company seniority shall be established retroactively from his/her date of last hire.

PEI-B6.04 Loss of Seniority

An Employee shall lose his/her Company seniority in any of the following events:

- (a) He/she is discharged for cause or during the probationary period;
- (b) He/she voluntarily leaves the employ of the Company;
- (c) He/she fails to report for work after a lay-off within five (5) working days following the recall date of return to work and notification by registered mail;
- (d) He/she fails to report to work for three (3) working days without notifying the Company, except for a bona fide emergency;
- (e) He/she is promoted and remains outside the bargaining unit for sixty (60) calendar days or longer;
- (f) He/she has been on lay-off for a period of twelve (12) months or longer;
- (g) He/she transfers to another district or terminal with the Company but outside the bargaining unit.
- (h) He/she fails to provide ongoing proof of disability every three (3) months while on a medical leave of absence (not WCB) or as otherwise required by the insurance carrier.

PEI-B6.05 Forfeiture of Seniority

An Employee shall forfeit his/her Company seniority if he/she does not notify the Company and the Branch Shop Steward, in writing, of his/her choice to accept the layoff or to exercise their bumping rights within one (1) calendar week from the date the Employee is given notice of actual displacement or abolition of his/her position.

PEI-B6.06 Job Posting While on Medical or W.C.B. Leave of Absence

For employees on a medical or W.C.B. leave of absence, it will be the employee's responsibility to be aware of any job postings.

ARTICLE PEI-B7 - LAYOFFS**PEI-B7.01 Seniority to Govern**

The Company and the Union accept the principle of seniority in lay-offs and recalls and agree that seniority will govern if the Employee possesses the required qualifications and ability, according to the following steps.

- (a) Casual Employees within a Group shall be the first to be laid off in reverse order of company seniority; no casual shall be able to bump any part time or full time employee.
- (b) A part time or full time employee with the least Company seniority within the group affected by the layoff shall have the option of accepting the layoff or exercising his or her seniority rights as follows.
- (c) The Employee may:
 - i. Exercise his/her Company seniority to bump any junior employee within the same group at the depot, or
 - ii. If no position is available at the depot, the employee may exercise his/her company seniority to bump an employee with less company seniority within the same group at any other location covered by this agreement. The employee in this case shall retain their company seniority upon transfer to the new location
- (d) If the Employee does not obtain a position through the exercise of seniority rights, the Employee shall be laid off.

PEI-B7.02 Recall of Employees

When adding to the work force of Employees covered by this Agreement, any Employees previously laid off will be recalled on the basis of Company seniority by group and by depot if the Employee possesses the required minimum qualifications and ability to perform the job. Employees who wish to be considered for recall to a different Group at the Branch must submit a written standing application.

These Employees will be considered based on Company seniority if the position is not filled from within the Group at the Branch.

Part time and full time employees will be recalled prior to any casual employee regardless of seniority.

PEI-B7.03 Notification of Recall

The Company will notify such Employees at their last known address by registered mail. If such Employees fail to report within five (5) working days after notification, the standing as an Employee of any such person failing to report within five (5) days will be forfeited.

PEI-B7.04 Notice or Pay in Lieu of Layoff

In the event of a lay-off, Employees employed more than three (3) consecutive months will receive two (2) weeks' notice of such layoff or two (2) weeks' pay in lieu of notice.

PEI-B7.05 Technological Change

The Definition of technological change to include operational and organizational change, the provisions of the Canada Labour Code to apply.

PEI-B7.06 Severance Pay

All employees who have completed one (1) year of company service shall receive a severance allowance of two (2) weeks of regular pay for each completed (or major portion thereof) year of service.

If the Employee accepts the severance pay, then they will be stricken from the seniority list and will no longer be considered an employee of the Company.

PEI-B7.07 Returning Employees

An Employee returning from vacation or leave of absence (including illness, injury, workers' compensation, maternity/paternity leave) shall resume his/her former position at his/her former Branch. Should this position be altered, then the rules outlined in Clause PEI-B6.01 shall apply.

ARTICLE PEI-B8 - SPECIAL LEAVES

PEI-B8.01 Bereavement Leave

If a regular Employee suffers a death in the immediate family such Employee, upon request, will be granted such time off with pay as is necessary to make arrangements for the funeral, and to attend, not to exceed four (4) working days. If necessary, in case of members of the immediate family, funeral leave may be extended by an extra two (2) days. The extra two (2) days so granted are to be deducted from the employee's sick leave bank. This provision does not apply if the death occurs during the Employee's paid vacation or while the Employee is on leave of absence or lay off.

If the death occurs during an employee's paid vacation then the vacation days would then become bereavement leave and vacation days would be taken at a future point in time as mutually agreed by the employer and the employee.

For the purposes of this provision, the immediate family will be restricted to spouse (included is the spouse of an alternative lifestyle couple), parents, children, step children, sisters, brothers, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, grandchildren, step-parents, brother-in-law, sister-in-law and any relative in the Employees' domicile.

An employee who is notified during their shift of the death of any relative shall receive that day off or remainder of the day off with pay which shall not count against the bereavement leave entitlement.

PEI-B8.02 Jury Duty

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

PEI-B8.03 Leave of Absence

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

PEI-B8.04 Maternity/Paternity Leave

An Employee will be granted a leave of absence from employment for the purpose of maternity, paternity and adoption leave as per the parental benefits in the Employment Insurance Act.

ARTICLE PEI-B9 - JOB POSTING**PEI-B9.01 Posting Requirements****(a) Posting and Awarding Process**

When an Employee permanent vacancy occurs for any reason, the Company will post within five (5) days at all locations the appropriate depot or Branch, the said vacancy for five (5) working days, in order that the employees may bid for the vacancy in writing. Such notice shall provide information regarding the classification, route number if applicable, service area and scheduled hours. A copy of such notice will be forwarded to the Local Chairperson and Local Union Office. Selection will be on the basis of the Employee's seniority and qualifications. The senior qualified applicant will be awarded the position within five (5) working days of the closing of the posting. The posting will be awarded first by Company seniority within the Branch then the Province. The successful Employee or Owner Operator shall not be eligible to bid on another posted vacancy for a period of three (3) months from the date of his or her awarding of the position.

(b) New Position Start Date

Employees shall assume their new postings within (30) calendar days unless the Company can provide proof that they are unable to replace the affected position within the thirty (30) day timeline.

(c) Commencing of Position at a New Branch

If an Employee or Owner Operator is qualified and awarded the vacancy, he or she must be willing and available to commence duties at the new Branch within thirty (30) days of the position being awarded.

(d) Trial Period

All existing Employees or Owner Operators who are awarded a posted position must serve a sixty (60) day trial period in their new position. Unless requirements have changed, Employees or Owner Operators who have previously qualified will not be required to repeat the sixty (60) day trial period.

Any Employee the Company determines does not qualify for an awarded position after a trial period will revert to their former position and rate of pay.

PEI-B9.02 Work Schedule Changes

A work schedule change of one and a half (1.5) hours or less will not require job posting. In an emergency one-time situation a work schedule may be changed by more than one and a half (1.5) hours without the required one (1) week posting.

PEI-B9.03 Notification of Successful Bidder

Eligible employees who apply for posted job vacancies shall be notified in writing of the name of the successful bidder. A copy of this notification will be given to the Local Chairperson and Local Union Office.

PEI-B9.04 Temporary Vacancy Postings

Should a full- time or part time Employee be absent from work for thirty (30) working days or more for legitimate reasons, his/her position will be posted as a temporary vacancy and awarded to Employees in order of Company seniority by group within that Depot. To be eligible to fill such a posted position, an Employee must be qualified for the position and in the case of a full-time Employee; he/she must have worked or trained in the position prior to the posting.

This procedure will apply for the duration of the full-time Employee's absence. Upon his/her return, those filling the vacancies created by the absence will return to their pre-absence positions.

PEI-B9.05 Posting Rules

This entire Article will apply only to the filling of the original vacancy created, and the next vacancy thus created. All other resulting vacancies will be posted for forty eight (48) hours and will be awarded to the senior qualified Employee or Owner Operator as per PEI-B9.01 above.

When hourly positions are restructured and the result is less or the same amount of positions after such restructuring then the positions shall be posted and awarded by company seniority in the affected group only.

Should an employee not secure a posting due to restructuring then they may exercise their rights as per PEI-B7.01 (c) above.

Should the restructuring or movement of employees create a vacancy then PEI-B9.01 above shall apply.

PEI-B9.06 Reservation to Implement Changes to Position and Hours

The Company agrees to follow this posting procedure, but reserves the right to implement changes to the position. Altering of work hours may be done, in which case PEI-B6.01 shall prevail.

PEI-B9.07 Holding Two (2) Part Time Positions

Holding two (2) part time positions

Any part-time Hourly Employee may bid and successfully hold two (2) part-time positions up to a maximum of eight (8) hours a day. These positions may be bumped either as a whole or individually.

Each position will be paid as per the hourly rate of the posting should two (2) part-time positions be combined to create an eight (8) hour consecutive shift, then this position must be re-posted as a full-time position.

ARTICLE PEI-B10 - EQUIPMENT

PEI-B10.01 No Requirement to Operate Unsafe Vehicles or Equipment

The Company will not require Employees to operate any vehicle on the streets or highways that is not in a safe operating condition or equipped with safety appliances prescribed by law or that has not been passed by the Safety Inspection Board of the Department of Motor Vehicles, where applicable. It will not be a violation of this Agreement when the Employees refuse to operate unsafe vehicles or those not properly equipped as prescribed by law. All unsafe vehicles shall be locked out and red tagged.

PEI-B10.02 Reporting of Vehicle and Equipment Malfunctions and Defects

Employees will immediately, or at the end of their respective shifts, report all vehicle malfunctions and defects of equipment. Such reports will be made on a suitable form furnished by the Company and will be made in multiple copies; one (1) may be retained by the Employee.

PEI-B10.03 Unsafe Vehicle Process, Rights and Rules

The Company will not ask any Employee to take out a vehicle until it has been approved as being safe by the Company. In the event of a dispute over the condition of a vehicle, the matter shall be resolved after consultation between a member of Management and a certified mechanic. Such certificate shall be in writing.

PEI-B10.04 Handcarts

Employee operated vehicles will be equipped with a handcart.

PEI-B10.05 Company Responsibilities

It is the responsibility of the Company to maintain Company vehicles and equipment in good running condition.

PEI-B10.06 Mandatory Vehicle Requirements

All vehicles will be equipped with adequate heaters, wipers and defogger. These will be kept in good operating condition at all times. The driver's area will include a protective barrier between the driver and the freight.

PEI-B10.07 Windshield Washer Solution and Motor Oil

Windshield washer solution and motor oil shall be made readily available at all times at the Company's expense for Company vehicles.

PEI-B10.08 Damage While Towing

Drivers will not be responsible for damage while towing or pushing a vehicle, if instructed to do so by the Company.

PEI-B10.09 Obligation to Provide Competent People to Move Vehicles

The Company will provide qualified competent people to move vehicles on company property when required who shall do so in a safe and proper manner.

ARTICLE PEI-B11 - MEDICAL EXAMINATIONS

PEI-B11.01 Company Requested Examinations

Any medical examination requested by the Company shall be promptly complied with by the Employee, provided, however, that the Company shall pay for such examination.

PEI-B11.02 Payment for Examinations

- (a) When a medical examination is required by the Company, other than a medical for pre-employment, for W.C.B. or Wage Indemnity, the Employee shall be paid for actual time involved not to exceed four (4) hours if during working hours.
- (b) Any Employee who drives a motor vehicle in the course of employment must take a medical examination to verify his/her right to drive such motor vehicle. Such examination not paid for under the Provincial Health Plan will be paid for by the Company.

PEI-B11.03 Procedure When Employee Ruled Unfit

If, following a Company requested medical examination, any Employee is deemed physically incapable of carrying out his/her regularly assigned duties, the following procedures shall be followed:

- (a) The Company shall notify the Employee of the medical findings in respect to the Employee. Should the Union or the Employee disagree with the said findings, the Employee, at his/her own expense, if such expenses are not covered by the Provincial Health Plan, shall have the right to be examined by his/her personal physician.
- (b) Where there is no agreement between the Company's physician and the Employee's physician on the condition of the Employee, the two (2) physicians shall select a medical consultant to examine the Employee with respect to the dispute.
- (c) The findings of the consultant shall be final and binding on all parties.
- (d) The remuneration of the consultation shall be borne by the Company if the decision is for the Employee and against the Company and by the Union if the decision is against the Employee.

- (e) Should the consultant deem the Employee to be capable of carrying on with his/her assigned duties, then the Employee shall not suffer any loss of earnings caused by his/her having been removed from, or temporarily suspended from his/her regularly assigned duties.

PEI-B11.04 Disabled and Unfit Employees

- (a) The Parties will make every effort possible to locate a suitable position for an employee deemed physically incapable of performing his regularly assigned duties. Should an employee be reclassified as a result, he/she will be paid at the then existing rate of his new classification. All exceptions to the seniority provisions of the Collective Agreement must be mutually agreed upon in writing by the Parties. An employee placed on a job because of a disability will have their status reviewed at least annually, jointly by both parties. For the purpose of this Article, the parties shall be the Local President, National Representative and the Manager, Human Resources or designate.
- (b) In the event that no position can be identified to accommodate the employee, they will be placed on medical leave of absence without pay.
- (c) When an employee is cleared medically for light duty work, and there is no suitable position for the employee, the employee will be entitled to remain on Weekly Indemnity, as per the time limits of the benefits contract. In the event an employee is placed on a light duty position and is subsequently determined to be medically unsuitable, he/she may return to Weekly Indemnity with no impact on the plan.
- (d) An employee who is incapacitated as a result of on the job illness or injury will be entitled to Workers compensation and the prevailing WCB policy and practice regarding vocational rehabilitation shall govern.

PEI-B11.05 Notification of Examination

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

PEI-B11.06 Payment for Doctors Notes and Physician Form

If requested by the Company, the cost of obtaining a doctor's note or the completion of physician forms will be fully covered by the Company.

ARTICLE PEI-B12 - MISCELLANEOUS

PEI-B12.01 Discharge in Writing

Employees who are discharged for cause will have their discharge and reasons for same, confirmed in writing. These Employees as well as Employees who terminate their employment voluntarily shall have all monies owing them paid per Canada Labour Regulations.

PEI-B12.02 Proof of Driver's License

Employees employed in driving classifications shall be required to produce a valid driver's license and a Motor Vehicle Branch full search report upon request. Whenever the Company requires an hourly rated Employee to submit a driver abstract (not new hires) the Company will be responsible for any cost for that abstract charged by the Motor Vehicle Branch.

PEI-B12.03 Customer Service Counters

The Customer Service counter positions at the main Branches in Moncton and Charlottetown shall remain part of the warehouse section. Wherever practical, the Company will follow this same practice in other branches.

ARTICLE PEI-B13 – CLASSIFICATION, PENSION AND WAGES**PEI-B13.01 Full and Regular Part-Time Hourly Employees**

April 1, 2017	0-12 Months	13-24 Months	25-36 Months	+ 36 Months
Warehouse Person	\$ 14.16	\$ 14.81	\$ 15.15	\$ 15.80
Sorter/Marker– Warehouse Person	\$ 15.11	\$ 15.78	\$ 16.12	\$ 16.78
Courier Driver	\$ 16.21	\$ 16.95	\$ 17.69	\$ 18.42
3/5 Tonne Driver	\$ 17.41	\$ 18.19	\$ 18.57	\$ 19.34
Relief Driver	\$ 17.50	\$ 18.28	\$ 18.68	\$ 19.45
Class 1 Driver	\$ 17.88	\$ 18.68	\$ 19.07	\$ 19.87
April 1, 2018	0-12 Months	13-24 Months	25-36 Months	+ 36 Months
Warehouse Person	\$ 14.58	\$ 15.25	\$ 15.60	\$ 16.27
Sorter/Marker– Warehouse Person	\$ 15.56	\$ 16.25	\$ 16.60	\$ 17.28
Courier Driver	\$ 16.70	\$ 17.46	\$ 18.22	\$ 18.97
3/5 Tonne Driver	\$ 17.93	\$ 18.74	\$ 19.13	\$ 19.92
Relief Driver	\$ 18.03	\$ 18.83	\$ 19.24	\$ 20.03
Class 1 Driver	\$ 18.42	\$ 19.24	\$ 19.64	\$ 20.47
April 1, 2019	0-12 Months	13-24 Months	25-36 Months	+ 36 Months
Warehouse Person	\$ 14.94	\$ 15.63	\$ 15.99	\$ 16.68
Sorter/Marker– Warehouse Person	\$ 15.95	\$ 16.66	\$ 17.02	\$ 17.71
Courier Driver	\$ 17.12	\$ 17.90	\$ 18.68	\$ 19.44
3/5 Tonne Driver	\$ 18.38	\$ 19.21	\$ 19.61	\$ 20.42
Relief Driver	\$ 18.48	\$ 19.30	\$ 19.72	\$ 20.53
Class 1 Driver	\$ 18.88	\$ 19.72	\$ 20.13	\$ 20.98
April 1, 2020	0-12 Months	13-24 Months	25-36 Months	+ 36 Months
Warehouse Person	\$ 15.31	\$ 16.02	\$ 16.39	\$ 17.10
Sorter/Marker– Warehouse Person	\$ 16.35	\$ 17.08	\$ 17.45	\$ 18.15
Courier Driver	\$ 17.55	\$ 18.35	\$ 19.15	\$ 19.93
3/5 Tonne Driver	\$ 18.84	\$ 19.69	\$ 20.10	\$ 20.93
Relief Driver	\$ 18.94	\$ 19.78	\$ 20.21	\$ 21.04
Class 1 Driver	\$ 19.35	\$ 20.21	\$ 20.63	\$ 21.50

- (a) **Casual Workers** – working less than twenty (20) hours per week shall be paid twenty five (.25) cents per hour less than the posted rate for their classification.
- (b) **Shift Differential** – All hours worked between 23:59 pm and 6:00 am are subject to a premium payment of ninety (.90) cents per hour:
- (c) **Lead Hand Premium** - one dollar and fifty cents (\$1.50) per hour, Lead Hands shall be selected by management but must be able to hold their hours, shift and job by seniority. Employees will be notified when a lead hand opening is available, a lead hand can hand back their appointment at any time and shall retain their posted position, shift and hours.

PEI-B13.02 Payment When Working in a Higher Rated Position

Any Employee temporarily assigned to a higher rated position for a minimum of three (3) hours or fifty percent (50%) of their scheduled shift, whichever is less, shall receive the higher rate of pay for his/her entire shift, including any overtime hours worked.

PEI-B13.03 Payment When Working in a Lower Rated Position

Any Employee temporarily assigned to a lower rated position shall not have his/her rate of pay reduced.

PEI-B13.04 Direct Deposit

All Employees will be paid by direct deposit.

PEI-B13.05 Payment of Payroll Errors

If an error occurs in the payroll computation of an Employee's pay cheque and the amount is equal to one (1) day's pay or more, he/she shall be entitled, on request, to receive same as soon as practicable but not later than three (3) working days after the error was reported; if the Employee is overpaid then he/she shall return said cheque or the overpaid amount within three (3) working days. In the event that the same shortage of any amount occurs on two (2) consecutive paydays, then on request, the money will be paid within three (3) working days.

PEI-B13.06 Printout of Hours Worked

At the request of an Employee, LOOMIS Canada will make available a printout stating the actual hours swiped by an Hourly Employee on the Friday prior to the pay period close.

PEI-B13.06 New Categories of Employment

When new categories of employment for which rates of pay are not established by this Agreement, are put into use or effect, rates governing such categories of employment shall be subject to negotiations between the parties. The rate established shall be retroactive to the date of implementation. Should the parties not be able to reach an agreement, it is understood that the parties will defer the decision to an arbitrator, in accordance with Article 4 of the National collective agreement.

PEI-B13.07 Defined Contribution Pension Plan

The Union and the Company agree to maintain the existing pension plan in place for the duration of the term of the collective agreement and until a renewal collective agreement is finalized.

Full time employees who have completed their 3 months probationary period are eligible to join the pension plan from their start date.

Employees who join the plan (non-mandatory) are required to contribute a minimum of 4% of earnings and the company makes contributions as follows:

- 1 to 5 years: 1% of annual earnings
- 6 to 9 years: 2% of annual earnings
- 10 to 14 years: 4% of annual earnings
- 15 years or more: 5% of annual earnings

Employees may make further voluntary contributions up to the employee's personal limit set by CRA; however, the company will not co-match any voluntary contributions.

Employees currently entitled to pension greater than that stated above will continue to receive their current pension entitlement; however, increased employer pension contributions will be in accordance with this amended schedule. The company co-match of the pension "PLUS" contributions will no longer be available.