NATIONAL 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

LOOMIS EXPRESS NATIONAL COLLECTIVE AGREEMENT

TABLE OF CONTENTS

ARTICLE 1 – UNION RECOGNITION AND RIGHTS 1

1.01 Union Recognition 1
1.02 No Discrimination 1
1.03 Successor Rights 1
1.04 Union Membership 1
1.05 Union Dues Deduction 1
1.06 Union Dues on T4 Slips 1
1.07 No Individual Agreements 1
1.08 Picket Lines 2
1.09 Union Label 2
1.10 Provision of Collective Agreements 2
1.11 Payment for Collective Bargaining 2
1.12 Contracting Out 2
1.13 Bargaining Unit Work 3
1.14 Notification of Representatives 3
1.15 Leave for a Full-Time Union Position 3
1.16 New Members 3
1.17 New Member Orientation 4
1.18 Owner Operator Deemed Employees 4

ARTICLE 2 – MANAGEMENT RIGHTS 4

2.01 Management Rights Defined 4
2.02 Consistent with Agreement 4
2.03 Right to Grieve 4
2.04 Management Defined 4
2.05 No Strike or Lockout 5

ARTICLE 3 – GRIEVANCE PROCEDURES 5

3.01 Intent 5
3.02 Grievance Defined 5
3.03 Grievance Initiation 5
3.04 Grievance Procedure 5
3.05 Time Limits 6
3.06 Required Meetings 6
3.07 Disclosure of Information 6
3.08 Payment of Grievance Settlements 7

ARTICLE 4 – ARBITRATION 7

4.01 Referral to Arbitration 7
4.02 Arbitrator Governed by Agreement 7
4.03 Binding Decision 7
4.04 Arbitration Expenses 7
4.05 Decision Timelines 7
4.06 Mediation – Arbitration Process 7

ARTICLE 5 – HUMAN RIGHTS, ANTI-HARASSMENT AND VIOLENCE IN THE WORKPLACE 9

5.01 No Harassment or Discrimination 9
5.02 Filing a complaint 10

ARTICLE 6 – DISCIPLINE FOR JUST AND REASONABLE CAUSE 11

6.01 Just and Reasonable Cause 11
6.02 Service Failures 11
6.03 No Discipline for Relief Driver Actions 12
6.04 Union Representation 12
6.05 Personal File 12
6.06 Removal of Discipline 12
6.07 Suspension or Dismissal Procedure 13

ARTICLE 7 – PENSION PLAN 14

7.01 Pension Plan Enrolment 14
(a) Pension Participation Mandatory 14
(b) Effective Date 14
(c) Retirement Discussions 14
(d) No Waiting Period 14
7.02 Pension Plan Contributions 14
(a) Company Contributions 14
(b) Employee Contributions 14
(c) Contributions Due Dates 15
(d) Contributions Forwarded to Plan Administrator 15
(e) Disclosure Requirements 15
7.03 Pension Plan Information 15

ARTICLE 8 – PAID EDUCATION LEAVE 15

8.01 Paid Education Leave Contributions 15
8.02 Paid Education Leaves of Absence 15

ARTICLE 9 – SUBSTANCE ABUSE 15

9.01 Substance Abuse 15
(a) Recognition as a Medical and Social Issue 15
(b) Comprehensive Approach 16
(c) Benefits to Continue While Under Care 16

ARTICLE 10 – DURATION OF AGREEMENT 16

10.01 Duration of Agreement 16

ARTICLE 11 – WAGES GUARANTEES, PREMIUMS AND RATES 16

11.01 General Wage Increases 16
(a) Hourly Employees 16
(b) Non-Linehaul Owner Operator 16
(c) Linehaul Owner Operator and Company Driver Monetary Issues 17
(d) Owner Operator Guarantees 17
(e) Skidded Freight 17

(f) Overweight Rates 17
(g) Shift Premiums 17
(h) Bank Deposits 17
(i) 3rd Party Liability Insurance Costs 17

ARTICLE 12 – CORE ZONE REVIEW REQUESTS 18

12.01 Initiation by Either Party 18
(a) Required Data 18
(b) Monetary Adjustment Timelines 18
(c) Right to Validate Data 18
(d) Core Zone Review Blackout Dates 18
(e) Maximum Core Zone Value Change 18
(f) Interim Core Zone Assigned 18
(g) Dispute Resolution 18
(h) Data to Only Contain Route Boundaries 18
(i) Excluded Freight and Data 19

ARTICLE 13 – OWNER OPERATOR INVOICING PROCEDURES 19

13.01 Invoicing Procedures and Definitions 19
(a) Invoice Accuracy 19
(b) Automated Invoicing 19
(c) Incorrect Invoice or Calculation 19
(d) Definitions and Requirements 19

ARTICLE 14 – ROUTES AND REROUTES 22

14.01 Reroute Requirements and Rules 22
(a) Onus to Prove a Reroute is Needed 22
(b) Onus to Prove the Need to Remove Work or Customers 23
(c) Reroute Discussion Notice by Company 23
(d) Company Right to Finalize Reroute 23
(e) Requirement for Group Meetings Prior to Reroute 23
(f) Implementation of Reroute 23
(g) Reroute Processes 23
(h) Route Retention and Bid Pool 24
(i) Bidding and Posting 24
(j) Saturday Reroute Compensation 25
(k) Saturday Abolishment Compensation 25

ARTICLES 15 – ROUTE FLEX 25

15.01 Route Flex and Bulk Out Rules 25
(a) Management Right to Assign Stops 25
(b) Assigning Stops to Surrounding Routes 26
(c) Bulk out and Alternate Arrangements 26

ARTICLE 16 – WAYBILLS 26

16.01 Scanning Requirements and Bulk Pickups 26

ARTICLE 17 – BUMPING 26

17.01 Mandatory Requirements 26

ARTICLE 18 – BENEFITS 26

18.01 Provincial Benefits to Apply 26
18.02 Changes Prohibited 26
18.03 National Agreement Benefit Provisions 27
(a) Vision 27
(b) Weekly Indemnity Benefit (W.I.B) 27

ARTICLE 19 – HEALTH AND SAFETY 27

19.01 Canada Labour Code 27
19.02 No Penalty for Exercising Rights 27
19.03 Joint Health and Safety Committees 28
(a) Committee Co-Chairs 28
(b) Composition of Committees 28
(c) Terms of Reference 28
(d) Monthly Meetings and Posting of Minutes 28
(e) Duties of Committees 28
(f) Joint National Occupational Health and Safety Policy Committee 28
19.04 Investigations 28
(a) Investigations to be Done Jointly 28
(b) Accidents to be Reviewed 28
(c) Payments for Investigations 28
(d) Accident Responsibility Notice 29
(e) Accident Review Process 29
(f) Pay for Investigations 29
19.05 Refusal of Unsafe Work or Packages 29
(a) No Discipline 29
(b) Unsafe Equipment 29
(c) Disputes over Condition of Company Vehicles 29
(d) No Requirement to Operate Unsafe Vehicles 29
(e) Safety Equipment Supplied After Risk Assessment 29
19.06 Whistleblower Protection 30
(a) Notification of Authorities, No Discipline and Requirements 30
19.07 Maintenance of Equipment 30
19.08 Protective Footwear 30
19.09 Known Illegal Substances 30
19.10 Lunch Rooms 31
19.11 Working Alone 31
19.12 Damage While Towing or Pushing Vehicles 31
19.13 Requirement to Provide First Aid Room 31
19.14 Cleanliness and Supply Requirements for Depots and Terminals 31
19.15 Exposure to Hazardous Substances 31

ARTICLE 20 – UNIFORMS 31

20.01 Mandatory Use 31
20.02 Costs and Alterations 31

20.03 Proper Care and Replacement 31
20.04 Return of Uniforms 32
20.05 Alteration Costs 32
20.06 Women's Uniforms 32
20.07 Minimum Allotments 32
20.08 Additional Provincial Rules 32

ARTICLE 21 – MISCELLANEOUS 32

21.01 Mandatory Company Vehicle Equipment 32
21.02 Window Cleaning Material 32
21.03 Driver Abstracts 32
21.04 Filtered Drinking Water and Cups 32
21.05 One Route per Owner Operator 33
21.06 Posting to Another Province 33
21.07 E-Logs 33
21.08 Copies of Company Communications 33
21.09 Overtime While on Modified Duties 33
21.10 Absentee Owner Operators 33
21.11 Delivery Failures Beyond Owner Operator's Control 33
21.12 Exception Sheet Elimination 34

LETTER OF UNDERSTANDING #1
Approved Contracting Out and Severance Provisions 35
LETTER OF UNDERSTANDING #2
Payment from Electronic Devices 37
LETTER OF UNDERSTANDING #3
Probationary Period for New Owner Operator's 38
LETTER OF UNDERSTANDING #4
Owner Operator Unpaid Vacations 39
LETTER OF UNDERSTANDING #5
Women's Advocate 40
LETTER OF UNDERSTANDING #6
Owner Operator's Liability Release Concerning COD Shipments and Cash Carried 41
LETTER OF UNDERSTANDING #7
Liability Release Towards Customer's Injury 42
LETTER OF UNDERSTANDING #8
Customer Equipment 43

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 (1^{st}) 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 6.0**7** (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 that 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 ad 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 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-imbursement 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 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 4050 Alberta
(HEREINAFTER REFERRED TO AS "THE UNION")

April 1, 2017 to March 31, 2021

LOOMIS EXPRESS LTD COLLECTIVE AGREEMENT (ALBERTA APPENDIX)

TABLE OF CONTENTS

ARTICLE AB1 – UNION RECOGNITION 1

AB1.01 Union Activities on Site 1
(a) Union Activities During Working Hours 1
(b) Union Use of Lunchrooms 1
(c) Union Steward or Representative Rights During Working Hours 1
AB1.02 Union Bulletin Board 1
AB1.03 Union Membership Condition of Employment 1
AB1.04 List of New Employees and Owner Operators 2
AB1.05 Union Checkoff Cards 2
AB1.06 Company Request for Unit Chair or Representative to Travel 2
AB1.07 No Separate Agreements 2
AB1.08 Owner Operator Deemed to be Employee 2
AB1.09 No Use of Personal Vehicles 2
AB1.10 Responsibility to Update Personal Information 2
AB1.11 Quarterly Labour Management Meetings 3
(a) Owner Operators 3
(b) Hourly Employees 3
AB1.12 No Obligation to Purchase Vehicle 3
AB1.13 No Contracting Out 3
AB1.14 Full Time Union Position 3
AB1.15 Union Business Leave 3
AB1.16 No Evasion of Agreement 4
AB1.17 Collective Agreement Printing and Distribution 4

ARTICLE AB2 – WORK CONDITIONS 4

AB2.01 Clean and Sanitary Washrooms 4
AB2.02 Union Provided Vending Machines 4
AB2.03 Clean Lunchrooms 4
AB2.04 Automobile Plug-Ins 4
AB2.05 Emergency Showers 4
AB2.06 No Responsibility for Property 5
AB2.07 Hand Sanitizer and Wipes 5
AB2.08 Sanitary Gel Stations 5
AB2.09 Filtered Water and Cups 5
AB2.10 Winter Tires 5

ARTICLE AB3 – UNIFORMS 5

AB3.01 Mandatory Usage 5
(a) Warehouse Coveralls 5
(b) Company Paid Uniforms and Alterations 5
(c) Uniforms Property of Company 5
(d) Uniform Replacement 5
(e) Relief Driver Uniforms 6
(f) Clerical Employees 6

(g) Warehouse Employees 6
(h) Sole Property of Company 6
(i) Alterations 6
(j) Proper Care of Uniforms 6
(k) Minimum Uniform Quantities 6
AB3.02 Safety Footwear 6

ARTICLE AB4 – SENIORITY 7

AB4.01 Purpose of Seniority 7
(a) Seniority Defined 7
(b) Seniority Groups 7
AB4.02 Seniority Lists 7
AB4.03 Appeal of Seniority Dates 7
AB4.04 Edmonton and Calgary Branches 8

ARTICLE AB5 – HEALTH & SAFETY 8

AB5.01 Company Duties 8
AB5.02 Joint Health and Safety Committee 8
AB5.03 Mandatory Investigations 8
AB5.04 No Discipline for Refusals 9
AB5.05 Notification of Authorities 9
AB5.06 Review of First Aid Requirements 9
AB5.07 No Requirement to Handle Inadequately Packaged Goods 9
AB5.08 Accident Responsibility Notification 9
AB5.09 Employees Paid During Any Investigation Period 9
AB5.10 Partners in Injury Reduction Program 9
AB5.11 Modified Work Program 9
AB5.12 Ergonomic Sub-Committee 9

ARTICLE AB6 – TRAINING 10

AB6.01 Payment of Defensive Driving and First Aid Courses 10
AB6.02 Request to Attend Defensive Driving Course 10
AB6.03 Courses and Meetings Outside of Scheduled Hours 10
(a) Minimum Notice by Company 10
(b) Minimum Payments 10
(c) Courses and Meetings on a Scheduled Work Day 10
(d) Courses and Meetings on a Non-Scheduled Work Day 11
AB6.04 Payment for Split Shifts When Training 11
AB6.05 Company Responsible to Train Drivers 11
AB6.06 Owner Operator Training 11
(a) New Operators 11
(b) Payment for New Owner Operator Training 11
(c) No Loss of Revenue When Training 11
AB6.07 Hourly Employee Cross Training 11
(a) Posting of Training 12
(b) Seniority Dictates Training 12
(c) No Declining of Work Once Trained 12
(d) Paid for Classification Relieving For 12

(e) No Effect on Extra Hours Rights or Casual Training Requirements 12

ARTICLE AB7 – DEFINITIONS 12

AB7.01 Seniority 12
AB7.02 Courier Driver/ 3-5 Ton Driver 12
AB7.03 Regular Full-Time Employees 12
AB7.04 Regular Part-Time Employees 12
AB7.05 Casual Workers 13
AB7.06 Relief Driver 13
AB7.07 Position 13
AB7.08 Sorter Marker 13
AB7.09 Warehouse/ Customs Specialist 13
AB7.10 Owner Operator 13
AB7.11 Business Agreement 13
AB7.12 Stop 13
AB7.13 Swamper 13
AB7.14 Lead Loader 14

ARTICLE AB8 – UNIT CHAIRPERSON 14

AB8.01 Selection of Unit Chairperson 14
AB8.02 Pay and Benefits 14
AB8.03 Owner Operator as Unit Chairperson 14
AB8.04 Return to Work Training 14
AB8.05 Bumping by Unit Chairperson 14
AB8.06 Company Provided Office 14
AB8.07 Requirement to Work Out of Calgary or Edmonton 15
AB8.08 Obligations of Unit Chairperson 15

LETTER OF UNDERSTANDING AB1 – PAID UNION TIME 16
LETTER OF UNDERSTANDING AB2 – VEHICLE SECURITY POLICY 17
LETTER OF UNDERSTANDING AB3 - LINEHAUL 18
LETTER OF UNDERSTANDING AB4 – SURVEILLANCE AND SEARCHES 19
LETTER OF UNDERSTANDING AB5 - SENIORITY 20
LETTER OF UNDERSTANDING AB6 – LEAD HAND (Warehouse, Customer Service and Clerical Only) 21

***ALBERTA OWNER OPERATOR SPECIFIC* 22**

ARTICLE AB-A1 – ROUTE BIDDING, REDUCTIONS 22

AB-A1.01 Reductions of Owner Operators 22
AB-A1.02 Rights of Reduced Owner Operators 22
AB-A1.03 Owner Operators Rights When Awarded Hourly Positions 22
AB-A1.04 Posting of Owner Operator Vacancies 22
AB-A1.05 Route Posting Requirements 22
AB-A1.06 Loss of Seniority 23
AB-A1.07 Notice of Cancellation and Payments 23
AB-A1.08 Transfer of Routes 23
AB-A1.09 Conversion of Hourly Drivers 23
AB-A1.10 Operation on Alberta Family Day or Remembrance Day on a Reduced Basis . 24

ARTICLE AB-A2 – HEALTH AND WELFARE/ W.C.B. COVERAGE 24

AB-A2.01 Program Details 24
AB-A2.02 Program Costs and Information 24
AB-A2.03 Eligibility to Re-Join or Change in Status 25
AB-A2.04 Company to Pay for WCB Costs 25
AB-A2.05 Reimbursement for Doctors Notes Costs or Physician Forms 25
AB-A2.06 Benefit Booklets 25
AB-A2.07 No Changes to Benefits 26

ARTICLE AB-A3 – EQUIPMENT 26

AB-A3.01 Decals, Painting and Repainting 26
AB-A3.02 Equipment to Meet Appearance Standards 26
AB-A3.03 Loss of or Damage to Scanners 26

ARTICLE AB-A4 – OWNER OPERATOR START UP 26

AB-A4.01 Professional Setup Fees Reimbursement 26

ARTICLE AB-A5 – MISCELLANEOUS 27

AB-A5.01 Just Cause Terminations to be in Writing 27
AB-A5.02 Proof of Valid Drivers' License 27
AB-A5.03 Attending Meetings or Negotiations 27
AB-A5.04 Reimbursement for Operating Authority 27
AB-A5.05 One Route One Vehicle Rule 27
AB-A5.06 Owner Operator Route Coverage and Payments 27
AB-A5.07 Jury Duty 27
AB-A5.08 Scanner System 28
AB-A5.09 Pay Days and Related Issues 28
AB-A5.10 Cargo Insurance 28
AB-A5.11 Signing of Business Agreements 28
AB-A5.12 Liability Waiver When Accompanying an Owner Operator 28
AB-A5.13 Bulk Stops and Stops that take too much Time 29
AB-A5.14 Payment Under Modified Work Program 29
AB-A5.15 DG Insurance Coverage 29

ALBERTA SCHEDULE "A" – OWNER/OPERATOR STANDARD FEE SCHEDULE 30

(a) Core Zone Rates 30
(b) Quality Payments 30
(c) 9:00 am and Time Definite Deliveries 30
(d) Scanning of Waybills and Bar Codes 30
(e) Malfunction of Scanners 30
(f) Specials, Driving Time, Loading and Unloading Time 30
(g) Fuel Escalation Program 31
(h) LOOMIS Requested Claims Inspections 31
(i) Loading/Unloading of Linehaul Trailer 32
(j) Unloading of Trucks 32
(k) Minimum Bi-Weekly Guarantees 32
(l) 3 Ton and Larger Rate 32
(m) Change of Equipment Due to Route Requirements 32

(n) Change of Equipment Due to Mechanical Worthiness 33
(o) Introduction of Pager Systems 33

ALBERTA SCHEDULE "B" – BUSINESS AGREEMENT 34
ALBERTA SCHEDULE "C" – LIABILITY INSURANCE 37

LETTER OF UNDERSTANDING AB-A1 - CONVERSIONS 38
LETTER OF UNDERSTANDING AB-A2 – PAYMENT FROM HAND HELDS 41
LETTER OF UNDERSTANDING AB-A3 - COMMUNICATION 42
LETTER OF UNDERSTANDING AB-A4 – MESSENGER DELIVERY BUSINESS 43
LETTER OF UNDERSTANDING AB-A5 – OWNER OPERATOR VACATION 44
LETTER OF UNDERSTANDING AB-A6 – OWNER OPERATOR ADJUSTED CORE ZONES – FORT MCMURRAY ALBERTA BRANCH 45

***ALBERTA HOURLY SPECIFIC* 46**

ARTICLE AB-B1 – SCHEDULING WORKING HOURS AND OVERTIME 46

AB-B1.01 Monthly Meeting to Maximize Hours for Posting 46
AB-B1.02 Work Week 46
AB-B1.03 Entitlement to Benefits 46
AB-B1.04 Reporting Pay 46
AB-B1.05 Banked Overtime Grandfathering List 46
AB-B1.06 Four Day Ten Hour Work Week 47
AB-B1.07 Additional or Supplementing of Hours 47
AB-B1.08 No Contracting Out of Clerical Work 47
AB-B1.09 Split Shift Payments 47
AB-B1.10 Overtime Rights and Rules 47
AB-B1.11 Paid Rest Periods 48
AB-B1.12 Meal Breaks 48

ARTICLE AB-B2 – HOLIDAYS 48

AB-B2.01 Statutory Holidays Observed 48
AB-B2.02 Holiday Pay in Addition to Vacation Pay 48
AB-B2.03 Day in Lieu 48
AB-B2.04 Eligibility 48
AB-B2.05 Payments for Statutory Holidays 49
AB-B2.06 Method for Computing Holiday Pay 49
AB-B2.07 Four Day Ten Hour Work Week Holiday Pay 49
AB-B2.08 Payments for Shifts Start 49
AB-B2.09 Proclamation of New Statutory or New General Holidays 49
AB-B2.10 Determination of Holiday Day 49
AB-B2.11 Separate Agreement for Family Day and Remembrance Day 49

ARTICLE AB-B3 – VACATION AND VACATION PAY 50

AB-B3.01 Posting of Seniority Lists for Vacation Purposes 50
AB-B3.02 Vacation Selection, Approval and Posting 50
AB-B3.03 Percentage of Employees Allowed off on Vacation 50
AB-B3.04 Splitting of Vacations 50
AB-B3.05 Vacation Pay 51
AB-B3.06 Part Time Employees Vacation Pay 51

AB-B3.07 Payment by Separate Deposit 51
AB-B3.08 Call In or Working During Booked Vacation 51
AB-B3.09 No Accumulation of Vacation 52
AB-B3.10 Full Time Credit for Vacation 52
AB-B3.11 Definition of a Years' Service 52
AB-B3.12 Definition of Credited Hours 52
AB-B3.13 Credited Hours 52
AB-B3.14 Mandatory Vacation Usage Requirements 52

ARTICLE AB-B4 – HEALTH AND WELFARE 52

AB-B4.01 Plan Overview and Costs 52
(a) Alberta Health Care Premiums 53
(b) Benefit Details to be provided 53
(c) No Changes Allowed to Benefits or Plans 53
AB-B4.02 Group Accident Insurance 53
AB-B4.03 Medical and Hospital Services Plan 53
AB-B4.04 Dental Plan 53
AB-B4.05 Short Term Disability 53
AB-B4.06 Long Term Disability 54
AB-B4.07 Felonious Assault Insurance 54
AB-B4.08 Dependent Coverage 54
AB-B4.09 Benefit Booklets 54

ARTICLE AB-B5 – SICK LEAVE BENEFITS 55

AB-B5.01 Calculation of Sick Days 55
AB-B5.02 Part Time Employees Calculations 55
AB-B5.03 No Loss of Seniority When Off Work 55
AB-B5.04 Payment for When Injured on the Job 55
AB-B5.05 Pay Out When Transferring to Owner Operator Status 55
AB-B5.06 Use of Sick Day Credits for Other than Being Sick 55

ARTICLE AB-B6 – HOURLY SENIORITY 55

AB-B6.01 Use of Seniority 55
AB-B6.02 Casual Employee Rules and Rights 56
(a) Casual Work in Seniority Order 56
(b) Usage of Casual Employees 56
(c) Posting of Casual Work and Hours As Full or Part Time Positions 56
(d) Casual Employees Requirement to Provide Availability 56
(e) Regular Employee Declaring Casual Status During Layoff 56
(f) Monthly Casual Lists and Requirements 57
AB-B6.03 Probationary Employees 57
AB-B6.04 Loss of Seniority 57
AB-B6.05 Forfeiture of Seniority 57
AB-B6.06 Seniority during Leave of Absence 57
AB-B6.07 Extra Hours for Clerical Employees 58

ARTICLE AB-B7 – LAYOFFS 58

AB-B7.01 Seniority to Govern 58

AB-B7.02 Recall of Employees 58
AB-B7.03 Notification of Recall 59
AB-B7.04 Notice or Pay in Lieu of Layoff 59
AB-B7.05 Technological Change 59
AB-B7.06 Severance Pay 59
AB-B7.07 Returning Employees 59

ARTICLE AB-B8 – SPECIAL LEAVES 59

AB-B8.01 Bereavement Leave 59
AB-B8.02 Jury Duty 60
AB-B8.03 Leave of Absence 60
AB-B8.04 Maternity/ Paternity Leave 60

ARTICLE AB-B9 – JOB POSTING 60

AB-B9.01 Posting Requirements 60
(a) Posting and Awarding Process 60
(b) Standing Applications 61
(c) Trial Period 61
AB-B9.02 Work Schedule Changes 61
AB-B9.03 Notification of Successful Bidder 61
AB-B9.04 Temporary Vacancy Postings 61
(a) Posting and Awarding Process 61
(b) Length of Temporary Posting 61
(c) Use of Relief Drivers 62
AB-B9.05 Posting Rules 62
AB-B9.06 Reservation to Implement Changes to Position and Hours 62

ARTICLE AB-B10 – EQUIPMENT 62

AB-B10.01 No Requirement to Operate Unsafe Vehicles or Equipment 62
AB-B10.02 Reporting of Vehicle and Equipment Malfunctions and Defects 62
AB-B10.03 Unsafe Vehicle Process, Rights and Rules 62
AB-B10.04 Handcarts 63
AB-B10.05 Company Responsibilities 63
AB-B10.06 Mandatory Vehicle Requirements 63
AB-B10.07 Windshield Washer Solution and Motor Oil 63
AB-B10.08 Damage While Towing 63
AB-B10.09 Obligation to Provide Competent People to Move Vehicles 63

ARTICLE AB-B11 – MEDICAL EXAMINATIONS 63

AB-B11.01 Company Requested Examinations 63
AB-B11.02 Payment for Examinations 63
AB-B11.03 Procedure When Employee Ruled Unfit 63
AB-B11.04 Disabled and Unfit Employees 64
AB-B11.05 Notification of Examination 64
AB-B11.06 Payment for Doctors Notes and Physicians Form 65

ARTICLE AB-B12 – MISCELLANEOUS 65

AB-B12.01 Layovers and Out of Town Routes 65

AB-B12.02 Discharge in Writing 65
AB-B12.03 Proof of Drivers' License 65
AB-B12.04 Customer Service Counters 65

ARTICLE AB-B13 – CLASSIFICATION AND WAGES 66

AB-B13.01 Full and Regular Part-time Hourly Employees 66
AB-B13.02 Payment When Working in a Higher Rated Position 69
AB-B13.03 Payment When Working in a Lower Rated Position 69
AB-B13.04 Payment of Payroll Errors 69
AB-B13.05 Printout of Hours Worked 69
AB-B13.06 New Categories of Employment 69
AB-B13.07 Payment of Warehouse Rate to Clerks 69

LETTER OF UNDERSTANDING AB-B1 – PAY RATES - FORT MCMURRAY, ALBERTA BRANCH 70

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:

1. The search program is not random either in planning or in execution and is potentially in violation of the above-noted policy.
2. 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.
3. 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.
4. 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).

<table>
<tr><td></td><td>Single</td><td>Family</td></tr>
<tr><td>Life Insurance</td><td colspan="2" rowspan="3">Paid in full by the Company</td></tr>
<tr><td>Accidental Death & Dismemberment</td></tr>
<tr><td>Major Medical</td></tr>
<tr><td colspan="3">*Includes prescription card, no deductible</td></tr>
<tr><td></td><td>Single</td><td>Family</td></tr>
<tr><td>Vision Care</td><td colspan="2" rowspan="2">Paid in full by the Owner Operator</td></tr>
<tr><td>Voluntary Personal Accident</td></tr>
</table>

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	*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

(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 it 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)
(HEREINAFTER REFERRED TO AS THE "UNION")

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)
(HEREINAFTER REFERRED TO AS THE "UNION")

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)
(HEREINAFTER REFERRED TO AS THE "UNION")

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 up 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 exits.

(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.