

**OLEX AGREEMENT**

**BETWEEN**

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

**AND**

**TEAMSTERS LOCAL UNION 879**  
(hereinafter referred to as the "Union")

08021-11

## **ARTICLE 1 - PREAMBLE AND RECOGNITION**

### **Section 1.1 - Union Recognition**

The Company does hereby recognize the Union as the exclusive bargaining agent for all Owner-Operators employed by the Company at all Company terminals. Owner-Operators as hereinafter referred to in this Agreement will at all times be considered as independent contractors.

### **Section 1.2 - Intent and Purpose**

The intent and purpose of this Agreement shall be to promote and improve industrial and economic relations and to establish and maintain a high degree of discipline and efficiency. To set forth herein the basic procedures covering hours of work and conditions of employment which will render justice to all. It is also the purpose of this Agreement to provide a method of fair and peaceful adjustment of all disputes which may arise between the parties.

### **Section 1.3**

There shall be no Company Drivers employed by the Company during the term of this Agreement.

## **SECTION 2 - UNION SECURITY**

### **Section 2.1 - Maintenance of Membership**

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

### **Section 2.2 - Union Dues Authorization**

All Owner-Operators hired prior to the date of the signing of this Agreement must, as a condition of their continued employment, authorize the Company to deduct from their earnings, an amount equal to the Local Union's monthly dues for the duration of the Agreement as their financial contribution to the Local Union.

### **Section 2.3 - Initiation Fee Deductions**

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

### **Section 2.4 - Deduction of Union Dues**

The Company agrees for the duration of this Agreement to deduct from the last pay cheque each month the monthly dues of any Owner-Operator covered by this Agreement, and to remit such monies so deducted to the head office of the Local Union along with a list of the Owner-Operators from whom the monies were deducted not later than the tenth (10th) day of the month following the date upon which such monies were deducted. The check-off list will include social insurance numbers and names designated by terminals within the jurisdiction of each Local Union.

### **Section 2.5 - Deduction of Arrears Items**

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

## **Section 2.6 - Check-Off Lists**

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

## **Section 2.7 - Forms to be Signed by New Owner-Operators**

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

## **Section 2.8 - Scope of Union Dues Deductions**

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

## **Section 2.9 - Submission of Check-Off**

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

## **Section 2.10 - Statement of Union Dues Deducted**

During February of each year, the Company shall provide each Owner-Operator with a statement showing the total annual amount of Union dues deducted during the previous calendar year. Owner-Operators that have terminated shall have such statement provided upon request.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

### **Section 3.1**

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

### **Section 3.2**

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

## **ARTICLE 4 - SHOP STEWARDS**

### **Section 4.1**

The Company acknowledges the right of the Union to appoint one (1) shop steward, and if the operations are such that they cannot be covered by one (1) shop steward, then additional stewards may be appointed.

#### **Section 4.2**

Wherever possible, grievances shall be processed during the normal working hours of the steward, and preferably on the premises of the Company.

#### **Section 4.3**

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

#### **Section 4.4**

The Company will notify the Union by sending a telegram within twenty-four (24) hours of the suspension or discharge of a steward. Failure of the Company to comply with this procedure shall render the dismissal or suspension null and void.

#### **Section 4.5**

For the purpose to processing specific grievances or disputes, Business Representatives and stewards shall have relevant trip sheets, time cards and personnel disciplinary records made available to them on request immediately at the head office terminal during the office hours of the Company and at other terminals within three (3) working days.

#### **Section 4.6**

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

### **ARTICLE 5 - GRIEVANCE PROCEDURE AND ARBITRATION**

#### **Section 5.1 - What Constitutes a Grievance**

A grievance shall consist of a dispute concerning interpretation and application of any clause in this Agreement or alleged violation of the Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the grievance procedure and determined, if necessary, by Arbitration.

#### **Section 5.2**

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

- (a) By a conference between the aggrieved Union member and the Branch Manager or his designate. Failing settlement, the grievance must be submitted in writing within seven (7) calendar days from the date of the alleged violation of the Agreement.
- (b) Failing settlement at the above step, the Branch Manager shall render his decision in writing, and shall refer the grievance to and arrange a meeting between the Union and the General Manager or his designate within seven (7) days from the date that the grievance was registered in writing. The General Manager or his designate shall render his decision in writing within seven (7) days from the date that the grievance was referred to him.

#### **Section 5.3 - Procedure for Union or Company Grievance**

In the event that the Union or the Company has a grievance, it shall be the responsibility of the grievor to advise the other party in writing within seven (7) calendar days of the alleged violation of the Agreement, and by such notification, arrange a meeting within

fourteen (14) calendar days between the General Manager or his designate and a duly accredited principal officer of the Local Union or his designate. Should the grievor fail to reach a satisfactory settlement, the grievance may be submitted to Arbitration in accordance with Section 5.5

#### **Section 5.4 (a)**

Grievances dealing with discharges and suspensions shall be registered in writing within seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) from the time of the discharge or suspension and shall commence with Step 2 of the Grievance Procedure as outlined in Article 5, Section 5.2 sub-section (b);

#### **Section 5.4 (b)**

Any contractor covered by this Agreement who may be called into the Company's office for any discussions that will result in disciplinary action or a grievor shall, upon request, be accompanied by a Steward or Business Representative.

#### **Section 5.5 - Procedure for Arbitration**

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

- (a) An Owner-Operator grievance, within fourteen (14) calendar days after the General Manager or his designate has rendered a decision or failed to render a decision as provided for in Article 5, Section 5.2, sub-section (b);
- (b) A Company grievance, within fourteen (14) calendar days after the meeting with the Union representative;
- (c) A Union grievance, within fourteen (14) calendar days after the meeting with the Company's representative.

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

- (d) Prior to proceeding to a three (3) person Board of Arbitration, the parties may, by mutual agreement, elect to have the grievance heard by a single Arbitrator. Should the parties fail to appoint a one (1) person Board of Arbitration within thirty (30) days from the date of written referral to arbitration, either party shall request the Minister of Labour to make the appropriate appointment.

#### **Section 5.6 - Powers of Board of Arbitration**

The Board of Arbitration shall not have the right to alter or change any provisions in this Agreement or institute any new provisions in this Agreement or substitute any new provisions in lieu thereof or to give any decision inconsistent with the terms and provisions of this Agreement. The Board, however, shall have the power to vary or set aside any penalty or discipline imposed relative to the grievance then before the Board.

#### **Section 5.7 - Expenses of Board Members**

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

#### **Section 5.8 - Responsibility for Payment**

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

### **Section 5.9 - Payment of Settled Monetary Grievance**

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

## **ARTICLE 6 - STRIKES, LOCKOUTS AND PICKET LINES**

### **Section 6.1 - Strikes and Lockouts**

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

### **Section 6.2 - Picket Lines**

The Company acknowledges the right of the Owner-Operators to recognize and refuse to cross a picket line.

## **ARTICLE 7 - SENIORITY**

### **Section 7.1**

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

### **Section 7.2**

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

- (a) the seniority of the Owner-Operators;
- (b) the qualifications of the Owner-Operators;
- (c) the suitability of the Owner-Operator's equipment for the work which has to be performed;
- (d) in the event that the qualifications of the Owner-Operator and the suitability of the Owner-Operator's equipment are relatively equal, then the Owner-Operator's seniority shall be the determining factor.

### **Section 7.3**

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

### **Section 7.4**

Owner-Operators shall be considered probationary until they have completed thirty (30) calendar days of employment at which time they shall be placed on the seniority list in accordance with their starting dates.

### **Section 7.5**

Probationary Owner-Operators will work under the operational provisions of this Agreement during their probationary period, and they may be terminated or disciplined without recourse to the Grievance Procedure. Upon completion of the Owner-

Operator's probationary period, all conditions of the Agreement will then apply, including the Health and Welfare provisions.

### **Section 7.6**

Employment shall be terminated for any of the following reasons;

- (a) if an Owner-Operator voluntarily quits;
- (b) if an Owner-Operator is discharged and not reinstated pursuant to the Grievance Procedure as provided for in this Agreement;
- (c) if an Owner-Operator has been laid off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally by the Company. When the Owner-Operator cannot be contacted personally, or is employed elsewhere, then the Company will notify him by registered mail, to his last known address, to return to work. He will then be given a maximum of seven (7) consecutive days from the date of notification to report for duty;
- (d) if an Owner-operator is absent from work without securing leave of absence for more than three (3) working days;
- (e) if an Owner-Operator with less than two (2) years service is laid off and not recalled for a period extending beyond twelve (12) consecutive months;  
  
if an Owner-Operator with two (2) or more years service is laid off and not recalled for a period extending beyond twenty-four (24) months.

### **Section 7.7**

Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority providing the Company is notified of such illness or injury. The Owner-Operator shall notify the Company when he is able to return to work.

### **Section 7.8**

When openings on types of equipment occur at any time as a result of adding or replacing equipment to the fleet, the openings will be posted on the bulletin board for seven (7) days so that Owner-Operators wishing to relocate and/or upgrade and downgrade their equipment shall have the opportunity to apply. Qualified Owner-Operators will be selected in accordance with their seniority subject to their ability to provide the required equipment. In the application of this section, the senior Owner-Operator from another domicile than where the opening exists may be selected only if there is no Owner-Operator interested within the domicile where the opening occurs.

In the event the successful applicant for an opening does not have the required equipment, the Company will accept the successful applicant subject to him providing the required equipment seven (7) days prior to the date the operation is to commence.

The Company agrees to inform the Union and post the bid as soon as it is notified that it has been successful in acquiring the new work and where possible the Company will endeavour to provide the successful applicant with as much time as practicable, prior to the seven (7) day period referred to in the above paragraph, to attain the required equipment.

## **ARTICLE 8 - ALLOCATION AND HOURS OF WORK**

### **Section 8.1**

The work week shall commence on Monday at 12:01 a.m. provided loads are available and work will be allocated as outlined in Section 8.2 provided that the Owner-Operators have the necessary time off duty and that their equipment is suitable for the work to be performed.

If Monday is a General Holiday per Section 9.3 the work week shall commence on Tuesday at 12:01 a.m. in that week.

### **Section 8.2**

In order that all Owner-Operators receive a fair share of available work, dispatches from their home terminal will be given out on a first in, first out rotation basis.

### **Section 8.3**

The known Sunday night dispatch will be made available at least twenty-four (24) hours prior to the time of dispatch, and any Owner-Operator wishing to book off on Sunday night must request to do so not later than the preceding Saturday noon.

### **Section 8.4**

In the case of a dedicated bid run, the opening will be posted on the bulletin board for seven (7) days within the domicile where the account is based. Owner-Operators within the domicile having the equipment will be selected in accordance with their seniority.

In the event the successful applicant for a dedicated bid run does not have the required equipment, the Company will accept the successful applicant subject to him providing the required equipment seven (7) days prior to the date the dedicated bid run is to commence.

The Company agrees to inform the Union and post the bid as soon as it is notified that it has been successful in acquiring new work, and where possible, the Company will endeavour to provide the successful applicant with as much time as practicable, prior to the seven (7) day period referred to in the above paragraph, to attain the required equipment.

A dedicated bid run is defined as work which is anticipated to continue on a regular basis for a minimum of six months. Once bid, an Owner-Operator performing work on a dedicated bid run will have preference on such work without regard to his position on the seniority list.

The Company agrees to discuss with Union representatives improved communication with regard to the establishment of bid runs. Such communication will include the type of equipment required, the customer locations, the anticipated mileage of the bid run, the amount of payment of the bid run, the approximate duration of the bid run.

An Owner-Operator already working on a local bid run will be permitted to apply for an opening on a dedicated bid run.

### **Section 8.5**

Owner-Operators will not be required to work in violation of the applicable Federal Hours of Work or Hours of Service Regulations.

### **Section 8.6**

If an Owner-Operator's equipment is removed from service for mechanical repair or replacement, his name shall be removed from the seniority list until his equipment is repaired or until his equipment is replaced. At that time his name will then again be placed on the seniority list in the original order of seniority.

In the case of mechanical repair, the amount of time out of service shall not exceed thirty (30) calendar days.

In the case of equipment replacement, the amount of time out of service shall not normally exceed ninety (90) calendar days unless agreed otherwise by the Company.

Extensions of the above times will not be unreasonably withheld.

It is understood that the Owner-Operator shall, if required by the Company, produce satisfactory proof of mechanical repair or equipment replacement.

## **ARTICLE 9 - GENERAL HOLIDAYS**

### **Section 9.1**

Each Owner-Operator will be entitled to nine (9) General Holidays per year provided;

- (a) He has completed his probationary period;
- (b) He is available for work on the day before and the day after the General Holiday.

### **Section 9.2**

Payment for each General Holiday will be fifty dollars (\$50.00).

### **Section 9.3**

The General Holidays to be observed are:

|                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| Civic Holiday  |                  |

### **Section 9.4**

When one of the above outlined General Holidays fall on a Saturday or Sunday, the day proclaimed will be the day observed.

### **Section 9.5**

Any of the General Holidays as cited, falling within an Owner-Operator's annual vacation shall be paid in addition to the Owner-Operator's annual vacation pay.

## **ARTICLE 10 - VACATIONS**

### **Section 10.1**

All Owner-Operators who have completed one (1) year of service will receive one (1) week of vacation per year, commencing in the year in which his first (1st) anniversary date occurs. In the event an Owner-Operator wishes a second week of vacation, it will be granted without pay, provided that it can be scheduled by the Company.

### **Section 10.2**

All Owner-Operators who have completed three (3) years of service will receive two (2) weeks vacation per year, commencing in the year in which his third (3rd) anniversary occurs.

### **Section 10.3**

All Owner-Operators who have completed five (5) years of service will receive three (3) weeks vacation per year, commencing in the year in which his fifth (5th) anniversary occurs.

### **Section 10.4**

Payment for vacation purposes will be three hundred dollars (\$300.00) for each week of vacation entitlement.

Owner-Operators who sever their relationship with the Company or have their relationship severed, will be eligible for termination vacation pay calculated on a pro rata basis from the payment of their last vacation pay.

## **ARTICLE 11 - HEALTH AND WELFARE**

### **Section 11.1 - Eligibility**

All full-time Owner-Operators will be eligible for coverage upon completion of sixty (60) days of continuous service for all Health & Welfare Benefits except the Dental Benefit coverage for Major Restorative Services for which they will be eligible upon completion of one (1) year of continuous service. Eligibility for coverage continues to sixty-five (65) years of age.

### **Section 11.2 - Owner-Operator Portion**

The total cost to the Owner-Operator for Health and Welfare Benefits, shall be ninety dollars (\$ 90.00) per month.

### **Section 11.3 - Health & Welfare Benefits**

The Company shall arrange with a private Insurance Company to provide Owner-Operators with the following Health & Welfare Benefits;

(a) **Basic Life Insurance**

Schedule - \$50,000

(b) **Accidental Death or Dismemberment**

Schedule - \$25,000

Twenty-four (24) hour coverage

Accidental loss of eyesight and/or dismemberment in accordance with the following schedule:

|  |          |
|--|----------|
| Loss of Both Hands .....                           | \$25,000 |
| Loss of Both Feet .....                            | 25,000   |
| Loss of Entire Sight of Both Eyes .....            | 25,000   |
| Loss of One Hand and One Foot.....                 | 25,000   |
| Loss of One Hand and Entire Sight of One Eye ..... | 25,000   |
| Loss of One Foot and Entire Sight of One Eye.....  | 25,000   |
| Loss of One Arm .....                              | 18,750   |
| Loss of One Leg.....                               | 18,750   |
| Loss of One Hand .....                             | 12,500   |
| Loss of One Foot.....                              | 12,500   |
| Loss of Entire Sight of One Eye .....              | 12,500   |
| Loss of One Thumb and Index Finger .....           | 6,250    |

(c) **Weekly Indemnity**

First (1st) day accident.

Eighth (8th) day sickness.

Maximum Benefit Period - fifty-two (52) weeks.

\$462 per week taxable.

NOTE: Maximum Benefit of 85% of "Net Earnings".

(d) **Long Term Disability**

Benefit Waiting Period: fifty-two (52) weeks.

Maximum Benefit Period: to sixty-fifth (65th) birthday.

\$1,000 per month taxable.

Any Occupation

(e) Extended Health Benefits

One hundred percent (100%) reimbursement in Canada for the difference between the cost of semi-private hospital accommodation and the normal cost of public ward. While travelling outside Canada this benefit provides one hundred percent (100%) reimbursement for the difference between reasonable hospital accommodation and the amount provided by Provincial Medicare.

Ninety percent (90%) reimbursement for all of the following Extended Health expenses after a deductible of \$25.00 per individual (maximum \$50.00 per family) in each calendar year.

- Prescription drugs and medicines
- Ambulance
- Emergency ambulance service including emergency transportation by railroad, boat or scheduled airline to and from the nearest hospital. In an acute emergency, an air ambulance.
- Private Duty Nurses.
- Chiropractors and Naturopaths to a maximum of \$150.00 per individual (maximum \$300.00 per family) in each calendar year.
- Physiotherapists
- Oxygen, surgical dressings, electronic pacemakers, artificial limbs or eyes, crutches, splints, casts, trusses and braces.
- Vision Care in any period of twenty-four (24) consecutive months:
  - one pair of regular lenses
  - one set of frames (maximum \$25.00)
  - one set of contact lenses (maximum \$40.00)
  - prescribed contact lenses for certain corneal disabilities where regular glasses are unsuitable (maximum \$200.00)
- Hearing Aids
  - one hearing aid in any period of twenty-four (24) consecutive months (maximum \$250.00).

(f) Dental Benefit

Ninety percent (90%) reimbursement for Basic Services and fifty percent (50%) reimbursement for Major Restorative Services after a deductible of \$25.00 per individual (maximum \$50.00 per family) to a maximum of \$1,000 per individual in each calendar year.

**Section 11.4**

The above benefits are subject to the conditions and limitations contained in the Insurance Policy.

**ARTICLE 12 - PAYMENT FOR EQUIPMENT AND SERVICES**

**Section 12.1**

The rate of pay for Owner-Operators and their equipment shall be fifty-seven percent (57%) of revenue generated by the load.

**Section 12.2**

Amendments to the standard Owner-Operator's Contract will be discussed with affected Owner-Operators before the amendments are made.

**Section 12.3**

Owner-Operators who are in disagreement with any amendments to their Owner-Operator's Contract may, without penalty or notice, terminate his contract with the Company.

**Section 12.4**

The Company agrees to pay Workers' Compensation on behalf of each Owner-Operator in accordance with the requirements of the Workers' Compensation Act.

## **Section 12.5**

Effective on ratification:

- (a) The Company agrees to pay to the Owner-Operator ninety percent (90%) of all time they have been able to collect for waiting time. This payment will be dependent upon the customer paying the Company for such bill of waiting time.
- (b) The Company agrees to pay fifty-five percent (55%) on suspended orders.
- (c) The Company agrees to pay seventy-five percent (75%) of monies collected for in transit moves (ITM's).

## **ARTICLE 13 - MERGERS**

### **Section 13.1**

If the Company acquires by way of purchase or in any other manner the business or undertaking of any other Company and such operations are merged, the seniority of all active Owner-Operators will be dovetailed including those Owner-Operators who are off work due to sickness or injury. If the Company acquiring the business or undertaking does not require all the Owner-Operators after the merger, layoff will commence at the bottom of the dovetailed active seniority list, and such Owner-Operators will remain on the active seniority list for the purpose of recall.

## **ARTICLE 14 - LEAVE OF ABSENCE FOR WORK WITH THE TEAMSTERS UNION**

### **Section 14.1 - Leave of Absence to Work with the Teamsters Union**

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

## **ARTICLE 15 - EQUIPMENT**

### **Section 15.1**

- (a) It is to the mutual advantage of both the Company and the Owner-Operator that Owner-Operators shall not operate equipment which is not in a safe operating condition and not equipped with the safety appliances required by law.
- (b) It shall be the duty of Owner-Operators to report promptly in writing to the Company all defects in Company equipment.
- (c) It shall be the duty and responsibility of the Owner-Operator to maintain all equipment and/or vehicles in a safe operating condition in accordance with the Department of Transport's Regulations.
- (d) The maintenance of equipment in sound operating condition is not only a function, but a responsibility of the Owner-Operator.
- (e) The determination in respect to the condition of equipment shall rest with the senior qualified supervisor.
- (f) It shall not be a violation of this Agreement where Owner-Operators refuse to operate such equipment unless such refusal is unjustified.

### **Section 15.2**

It is agreed that bad order forms shall be supplied by the Company for the Owner-Operator on which to report defects in Company equipment with sufficient copies so that one can be held available for the Owner-Operator and so that the office of the Company will have a copy of this report on file.

### **Section 15.3**

The Company shall not compel any Owner-Operator to operate any vehicle in any manner that does not comply with applicable legislation.

#### **Section 15.4**

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

### **ARTICLE 16 - MEDICAL EXAMINATIONS**

#### **Section 16.1**

Any medical examination required by the Company and/or U.S. legislation, Federal legislation, or any medical examination required by Provincial legislation for the purpose of maintaining a driver's license shall be promptly complied with by all Owner-Operators provided, however, that the Company shall pay for all such examinations for Owner-Operators with more than two (2) years seniority. The Company reserves the right to select their own medical examiner or physician and the Union may, if in their opinion they think an injustice has been done an Owner-Operator, have said Owner-Operator re-examined at the Union's expense.

If the Company elects to exercise its right to select its own medical examiner or physician for a medical examination of an Owner-Operator with less than two (2) years' seniority, the Company shall pay for same.

#### **Section 16.2**

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

- (a) A report of the examination will be made available to the Owner-Operator through the doctor designated by the Owner-Operator.
- (b) No Owner-Operator shall be required to take a medical examination on a Saturday unless the Owner-Operator so requests and does so voluntarily.
- (c) East End Owner-Operators will be sent to a clinic in the East End.

### **ARTICLE 17 - EXTRA CONTRACT AGREEMENTS**

#### **Section 17.1**

It is agreed that neither the Union nor the Company shall enter into any form of agreement or contract with the Owner-Operators which conflicts with the terms and provisions of this Agreement.

### **ARTICLE 18 - BULLETIN BOARDS**

#### **Section 18.1**

The Company agrees to supply a bulletin board which will be placed in a location agreed to between the Company and the Union. The bulletin board will not be placed in the dispatch office.

### **ARTICLE 19 - PAY PERIOD**

#### **Section 19.1**

The interval between payment of statements shall be no longer than two (2) weeks.

#### **Section 19.2**

Owner-Operators must receive a completely detailed statement for every statement period.

## **ARTICLE 20 - CREDIT UNIONS**

### **Section 20.1**

Any Owner-Operator who wishes to have a payroll deduction made and remitted to a Credit Union must have such remittance made to the Credit Union according to the wishes of the majority of the Owner-Operators at the terminal involved.

## **ARTICLE 21 - GENERAL**

### **Section 21.1**

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

### **Section 21.2**

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

### **Section 21.3**

The Company agrees to implement the Petro Pass system as soon as practicable following ratification of the Agreement.

### **Section 21.4**

The Company must make arrangements to provide the Owner-Operator with copies of all pro bills and freight charges.

Statements providing calculations of Owner-Operators earnings will be provided.

### **Section 21.5**

In the event an Owner-Operator is unable to work because of illness extending beyond thirty (30) days, or in the event he loses his driver's license for any reason for a period up to twelve (12) months, he may have the option to lease his vehicle to a substitute driver for work with the Company subject to mutual agreement by the Company.

## **ARTICLE 22 - DURATION**

### **Section 22.1**

This Agreement shall be binding on the parties hereto, their successors, administrators, executors and assigns.

### **Section 22.2**

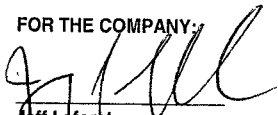
If any of the terms of this Agreement are in violation of any Federal or Provincial law, then to the extent of the violation this Agreement shall become null and void and subject to renegotiation. If any portion of this Agreement is declared illegal, it shall not in any way affect the remaining provisions of the Agreement.

**Section 22.3**

This Agreement shall remain in full force and effect from March 1, 2019 to February 28, 2026, and shall continue from year to year thereafter unless written notice to amend, cancel or terminate the Agreement is served by either party on the other at least ninety (90) days before the termination date.

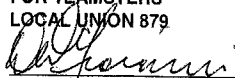
DATED at Windsor this 13 day of February, 2019.

FOR THE COMPANY:



Jeff Laforet  
Vice President & General Manager

FOR TEAMSTERS  
LOCAL UNION 879



**LETTER #1**

**LETTER OF UNDERSTANDING**

between

**OLEX**

(hereinafter referred to as the "Company")

and

**TEAMSTERS LOCAL UNION 879**

(hereinafter referred to as the "Union")

**RE: LOCAL DISPATCH RULES**

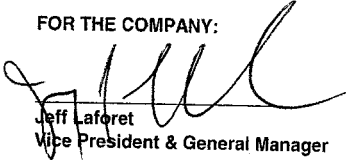
1. Each contractor shall record with the Company a single telephone number, which the Company will use for calling the contractor to advise him/her that a trip is available.
2. All telephone numbers made available to the Company will be kept in strict confidence.
3. In the event that a contractor does not answer his/her telephone nor respond to a beeper within a 15 minute period, the contractor will be placed at the bottom of the rotation board, and the next contractor up on the rotation board will be called. In the event of paging on the road, one half hour return call-time will be allowed.
4. Both west and east end are to be worked on the same rotation basis, example: first in first out. Provided the dispatch is in the direction of his/her point of domicile, the foreign domiciled contractor will be dispatched on a staggered basis except from Fridays at 7:00 a.m., when all foreign domiciled contractors go ahead of home domiciled contractors. If a holiday should fall on a Friday, then Thursday will be treated the same as above.
5. If a contractor elects to go to a foreign domicile by his/her own choice he/she will go to the bottom of that rotation and be treated as a home domiciled contractor except for locals.
6. If a load cannot be delivered due to time element, the contractor will maintain the load until it can be delivered but will be placed in rotation while loaded providing the contractor informs dispatch that he/she is in the confines of the 680 or the territory of the 685 Tariff.
7. If a home-domiciled contractor receives a local trip on the weekend his/her rotation is frozen until 7:00 a.m. Monday morning unless the contractor is the only one available.
8. It will be the responsibility of the dispatcher, wherever possible, to obtain all necessary information pertaining to the load, example: measurements of skids, pieces and weight, phone numbers of the company, shipping and receiving information, directions, etc.
9. A contractor will be left in rotation if he/she cannot service a call because of a garage appointment or for minor repairs, provided he/she informs dispatch at least four (4) hours prior to appointment and must notify dispatch immediately upon ability to return to work. A minor repair will be considered a maximum of no more than eight (8) hours.
10. In the case of a death in the immediate family (including in-laws) a contractor may be taken out of service for a period of not more than three (3) days, then replaced in rotation, first out, unless such day falls on a Saturday, then the contractor shall be first out 7:00 a.m. Monday morning.

11. If a contractor is servicing a local trip he/she will not be sent on another local trip unless no other contractor is available. The contractor shall remain first out if available and be dispatched on the next trip which is not a local trip.
12. A contractor away from his/her home terminal will not be dispatched on a local trip unless a home domiciled contractor is not available for the dispatch.
13. If a contractor is away from his/her home domicile and must service a local trip, the contractor will remain first out in rotation if available regardless of how many local trips he/she does.
14. A local trip will be considered any trip that involves up to 100 miles.

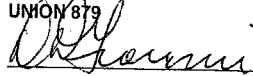
The above dispatch rules are subject to the Grievance Procedure and shall remain in effect until the Company and the Union mutually agree to amend such rules.

SIGNED at Windsor this 12 day of February, 2019.

FOR THE COMPANY:

  
Jeff Laforet  
Vice President & General Manager

FOR TEAMSTERS LOCAL  
UNION 879



LETTER #2

LETTER OF UNDERSTANDING

between

OLEX

(hereinafter referred to as the "Company")

and

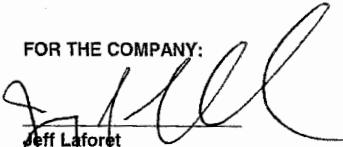
TEAMSTERS LOCAL UNION 879

(hereinafter referred to as the "Union")

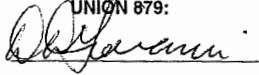
When an Owner-Operator becomes "disabled" and becomes eligible for and is receiving Short Term Disability Income Benefits ("Weekly Indemnity") or Long Term Disability Income Benefits, then the Company will guarantee that the Owner-Operator share of the Health and Welfare Premiums costs (ninety dollars (\$ 90.00) per month) is waived provided the Owner-Operator is "disabled" and the equipment is not in service.

SIGNED at Windsor this 12 day of February, 2019.

FOR THE COMPANY:

  
Jeff Laforet  
Vice President & General Manager

FOR TEAMSTERS LOCAL  
UNION 879:



**LETTER #3**

RENEWED FOR  
OLEX AGREEMENT  
MARCH 1, 1992 - FEBRUARY 28, 1994

RENEWED FOR  
OLEX AGREEMENT  
MARCH 1, 1994 - FEBRUARY 28, 1997

RENEWED FOR  
OLEX AGREEMENT  
MARCH 1, 1997 - FEBRUARY 28, 2000

RENEWED FOR  
OLEX AGREEMENT  
MARCH 1, 2000 - FEBRUARY 28, 2005

RENEWED FOR  
OLEX AGREEMENT  
MARCH 1, 2005 - FEBRUARY 29, 2012

RENEWED FOR  
OLEX AGREEMENT  
MARCH 1, 2012 - FEBRUARY 28, 2019

RENEWED FOR  
OLEX AGREEMENT  
MARCH 1, 2019 - FEBRUARY 28, 2026

August 14, 1991

Ray Rock  
Teamsters Local 879  
181 Groh Ave.  
Cambridge, Ontario  
N3C 1Y8

Wayne Bondy  
Teamsters Local 880  
6566 Hawthorne Cr.  
Windsor, Ontario  
N8T 1J9

**Subject: Olex Agreement**  
**March 1, 1991 - February 28, 1992**  
**References to OHIP**

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Gentlemen:

This will confirm that Sections 11.2 and 11.3 of the former Agreement regarding references to OHIP were deleted since they are no longer applicable.

It is understood that in the event that reasonably equivalent OHIP premiums are reinstated by the Ontario Government, as they existed before, for the duration of this Agreement the Company will similarly reinstate the former wording as follows:

**Section 11.2 - OHIP**

The Company shall arrange to register Owner-Operators with the Ontario Health Insurance Plan (OHIP) in order to provide adequate hospital and medical care for Union Members and their dependants.

**Section 11.3 - Owner-Operators Portion**

The total cost to the Owner-Operator for Health and Welfare Benefits, including OHIP, shall be ninety dollars (\$ 90.00) per month.

Yours truly,

C. A. Cancilla  
Vice-President,  
Human Resource Management

kdb

cc: G. Hendrie

**LETTER #4**

May 16, 1994

Ray Rock  
Teamsters Local 879  
181 Groh Ave.  
Cambridge, Ontario  
N3C 1Y8

Wayne Bondy  
Teamsters Local 880  
6566 Hawthorne Cr.  
Windsor, Ontario  
N8T 1J9

**Subject: Olex Agreement  
March 1, 1994 - February 28, 1997  
References to OHIP**

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Gentlemen:

Pursuant to the renewal of the Olex Collective Agreement, I wish to confirm the following matters which were agreed to:

1. The Company agrees to implement the Petro-Pass System per discussions on April 20, 1994 as soon as practicable following ratification.
2. The Company agrees to permit Owner-Operators to purchase automotive parts from Overland Express parts vendors. Owner-Operators will be exclusively responsible for payment of same by cash or credit card directly to the vendors.
3. The Company agrees to extend the cut-off for payroll purposes from Friday midnights to Wednesday midnights. There will be no extensions.

Yours truly,

C. A. Cancilla  
Vice-President,  
Human Resource Management

kdb

cc: G. Hendrie

Renewed for Olex Agreement: March 1, 1997 - February 28, 2000  
Renewal for Olex Agreement March 1, 2000 - February 28, 2005  
Renewal for Olex Agreement March 1, 2005 - February 29, 2012  
Renewal for Olex Agreement March 1, 2012- February 28, 2019  
Renewal for Olex Agreement March 1, 2019- February 28, 2026

LETTER #5

LETTER OF UNDERSTANDING

between

**OLEX**

(hereinafter referred to as the "Company")

and

**TEAMSTERS LOCAL UNION 879**

(hereinafter referred to as the "Union")

and

Effective 12.01 on Monday following the date of ratification, the following rotations will be established according to seniority for this start date.

The dock level vehicles (i.e. 5-ton and 3-ton) will be in one combined rotation.


The non-dock level vehicles (i.e. 1-ton , full size vans and mini vans) will be in one combined rotation.

The present basis of payment for the above vehicles will remain unchanged.

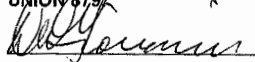
Subject to the requirements of the operation, the above rotation arrangements may be cancelled by the Company upon thirty (30) days written notice to the Local Unions.

SIGNED at Windsor this 12 day of February, 2019.

FOR THE COMPANY:

  
\_\_\_\_\_  
Jeff Laforet  
Vice President & General Manager

FOR TEAMSTERS LOCAL  
UNION 879:

  
\_\_\_\_\_

**LETTER #6**

**LETTER OF UNDERSTANDING**

between

**OLEX**

(hereinafter referred to as the "Company")  
and

**TEAMSTERS LOCAL UNION 879**

(hereinafter referred to as the "Union")

**WEEKEND AVAILABILITY PREMIUM**

Weekend availability of Owner-Operators has and continues to be essential to ensure that the service requirements of our customers are met.

In consideration of this requirement for weekend availability, the Company will introduce a weekend availability premium to be paid to Owner-Operators who make themselves available for weekend dispatches and when called, accept such dispatches.

The annual weekend availability premium will be payable in an amount as shown below in a lump sum payment to eligible operators in the pay period immediately following the conclusion of each designated 12 month period shown below:

| 12-Month Period           | Amount     |
|---------------------------|------------|
| May 1, 2019 – May 1, 2020 | \$2,200.00 |
| May 1, 2020 – May 1, 2021 | \$2,200.00 |
| May 1, 2021 – May 1, 2022 | \$2,200.00 |
| May 1, 2022 – May 1, 2023 | \$2,200.00 |
| May 1, 2023 – May 1, 2024 | \$2,200.00 |
| May 1, 2024 – May 1, 2025 | \$2,200.00 |
| May 1, 2025 – May 1, 2026 | \$2,200.00 |

An Owner-Operator must be available a minimum of 26 weekends within each 12-month period shown above to qualify and be eligible for the premium payment.

For purposes of this Agreement, a weekend of availability shall be defined as the entire period from 12:01 a.m. Saturday through to 12:00 midnight Sunday.

New Owner-Operators hired during any of the designated 12-month periods will be eligible for a pro rata weekend availability premium for the remainder of the designated period in which he is hired, provided he qualifies for the premium payment by making himself available for at least one-half of the weekends remaining in the designated period in which he is hired. As an example, an Owner-Operator hired mid-way in a designated period would qualify for one half of the weekend availability premium provided he made himself available for 13 or more of the 26 weekends remaining in the designated period.

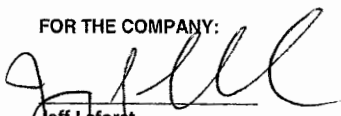
An Owner-Operator employed on a local bid run or on a dedicated bid run will be eligible for payments for each of the five designated periods shown above, provided he makes himself available for a minimum of 42 Fridays throughout each designated period.

The Company agrees to provide each Owner-Operator with a record of weekend availability credits with each pay statement. This record will be final, for payment purposes, unless a complaint is filed within seven (7) calendar days of receiving the record.

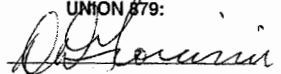
This Letter of Understanding shall remain in full force and effect from May 1, 2019 until May 1, 2026

SIGNED at Waco this 12 day of February, 2019.

FOR THE COMPANY:

  
Jeff Laforet  
Vice President & General Manager

FOR TEAMSTERS LOCAL  
UNION 679:



**LETTER #7**

**LETTER OF UNDERSTANDING**

between

**OLEX**

(hereinafter referred to as the "Company")  
and

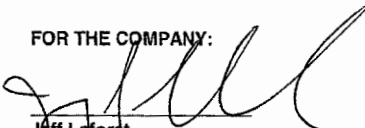
**TEAMSTERS LOCAL UNION 879**

(hereinafter referred to as the "Union")

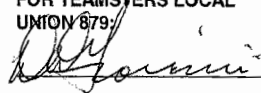
1. Effective July 1st, 1997 the Company will introduce its enhanced "out of country coverage" per its policy, at no additional cost to the Owner-Operators.
2. Effective the first broker payroll after June 1st, 1997 the Company agrees to assume the full cost of the mandatory random drug and alcohol testing procedure pursuant to the Company's Alcohol and Drug Policy. All other costs of testing pursuant to the Alcohol and Drug Policy will continue to be borne by the Owner-Operators.
3. The Company agrees to include gas purchases on its Petro-Pass arrangements where applicable in Canada. The Company agrees to introduce a U.S. Petro-Pass card or its reasonable equivalent provided that any Owner-Operator, wishing to avail himself of a U.S. Petro-Pass, agree to the mandatory escrow in the amount of \$1,000.00 accrued at a rate of 5% of gross settlements.

SIGNED at Windsor this 12 day of FEBRUARY, 2019.

FOR THE COMPANY:

  
\_\_\_\_\_  
Jeff Laforet  
Vice President & General Manager

FOR TEAMSTERS LOCAL  
UNION 879:

  
\_\_\_\_\_

**IMPORTANT NOTE:**

*If you leave the employ of the Company, contact your Local Union wither in person, or by mail, for a WITHDRAWAL CARD. OBTAINING A WITHDRAWAL CARD IS THE SOLE RESPONSIBILITY OF THE MEMBER*

*WITHDRAWAL CARDS can only be issued to a member whose dues are paid to and including the month in which the withdrawal card is requested.*

**IF YOU ARE NOT WORKING DUE TO SICKNESS, LAY-OFF, WORKMAN'S COMPENSATION, ETC., NOTIFY THE UNION OFFICE AND OBTAIN A WITHDRAWAL.**

**WITHDRAWAL CARDS ARE VALID ONLY WHEN A MEMBER IS NOT WORKING AT THE CRAFT.**

**KNOW YOUR AGREEMENT: . . . . MAKE SURE YOU KEEP IT FOR YOUR FUTURE REFERENCE. IF THERE IS ANYTHING ABOUT WHICH YOU MAY BE IN DOUBT, ASK YOUR STEWARD TO ADVISE YOU, OR CONTACT YOUR LOCAL UNION OFFICE.**

**ALWAYS**

1. **ATTEND YOUR UNION MEETINGS.**
2. **Help new employees become acquainted with the agreement.**
3. **If you leave the employ of the Company, contact your Local Union office for a withdrawal card.**

**"BE A GOOD UNION MEMBER"**