COLLECTIVE AGREEMENT

BETWEEN

REIMER EXPRESS LINES LTD.
OWNER-OPERATORS

AND

UNIFOR LOCAL 4209

December 1, 2015 - November 30, 2019

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ARTICLE 1 – PREAMBLE AND SCOPE

1.1 It is the intention of this Agreement to maintain a harmonious relationship, settling any differences which may arise and to set forth conditions of service and rates of pay to be observed between the Company and its Owner-Operators.

1.2 The Company does hereby recognize Unifor Canada as the sole bargaining agent for Owner-Operators covered by this Agreement who provide equipment and driving services to the Company on a contract basis.

1.3 The Union, as well as the members thereof, agree at all times, as fully as it may be within their power, to further the interests of the Company and of the Trucking Industry.

1.4 The Company acknowledges that as the employer of the Drivers, it has a responsibility to endeavour to recruit and retain sufficient Drivers to meet the demands of its operation.

ARTICLE 2 – DEFINITIONS

2.1 (a) The "Company" shall mean and refer to Reimer Express Lines Ltd.

(b) The "Union" shall mean and refer to Unifor Canada.

(c) "Owner-Operator" and "Lease Operator" shall mean and refer to a person who provides equipment for the service of the Company.

This agreement shall apply to all Owner-Operator/Lease Operators who provide such equipment to the Company. Wherever the term Owner-Operator appears in this Agreement it shall mean Lease Operator as well unless there is a specific reference to Lease Operator.

(d) Whenever the use of the male gender appears in this Agreement, it shall also include the female gender.

(e) A "trip" or "leg" shall be a run from terminal to terminal, customer to terminal or terminal to customer. A "tour" shall be the total run from home terminal to home terminal.

ARTICLE 3 – UNION SECURITY AND DUES DEDUCTION

3.1 The Company agrees that during the term of this Agreement, extension or any renewal thereof it will deduct from the wages of each Owner-Operator, due in the first pay cheque of each month, a sum equal to the Union monthly dues and initiation fees in the amount certified by the Union to be currently in effect according to the Union Constitution.

Said deductions shall be remitted monthly by the Company to the Local Treasurer of the Union not later than the 25th day of the month following the date such Union dues were

deducted. The Company will, at the time of making each such payment to the Local Treasurer, name the Owner-Operator from whose pay such payment has been deducted.

3.2 (a) It is agreed that, as a condition of a contract for service, all present Owner-Operators and all future Owner-Operators shall, within thirty (30) days after the commencement of their contract, become and remain a member in good standing of the Union, during the term of this Agreement or renewal or extension thereof.

(b) The Company shall notify the Union each month of the names of the new Owner-Operators.

3.3 Upon request, current addresses, telephone numbers and truck numbers of Owner-Operators will be supplied to the Union. Signatories to an independent contractor agreement shall be provided to the Union upon request in the event of a specific dispute regarding bona fide partners. Requests will be presented to the Director of Linehaul Operations or his designate.

3.4 The Company agrees that it will require all new Owner-Operators to complete Union Form A-230-95 and forward the completed form to the Local Union within thirty (30) days of hiring the Owner-Operator.

3.5 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns with respect to the work falling under the jurisdiction of this Union, in the event the entire business or any part thereof changes ownership, merges with another Company, or is sold, leased, transferred, or in any way changes its corporate identity, including the establishment of a subsidiary or associate company or companies, or is taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, or sale or transfer of all or any assets subject to the terms and conditions of this Agreement.

3.6 In any instance where a merger takes place, or the Company purchases the operating rights of another Company, the Company will meet with the Union to discuss the possible transfer and seniority rights of any Owner-Operators who may be transferred.

3.7 The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any Owner-Operator by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership or activity.

3.8 The Company will provide a locked bulletin board in a mutually agreed upon location at all terminals where Owner-Operators are based for the posting of this Agreement and for such notices as the Union may, from time to time wish to post.

3.9 The Company will furnish to the Local Union Office all copies of applicable Company rules, policies and posted memos on or before January 1, 2012. Amendments, deletions and/or additions to these documents will be forwarded to the Local Union Office prior to

implementation. The Company agrees that Company rules and regulations will be applied uniformly to all Owner-Operators in a consistent manner.

3.10 The Company agrees that at each orientation meeting which it holds for new Owner-Operators, it will provide the Local Chairperson of the Union or his designate with a reasonable period of time to address such new Owner-Operators for the purpose of acquainting them with the Union.

3.11 The Company agrees to pay for the Union's cost of printing of the Collective Agreement by a unionized printer.

ARTICLE 4 – UNION COMMITTEES

4.1 The Owner-Operators covered by this Agreement shall be represented by a Union Committee/Committees including but not limited to Union Grievance Committee, Labour/Management Committee, Dispatch Committee, Bargaining Committee, Local Executive Committee and Health and Safety Committee. These Committees may at any time call on the services of the National Representative or Local President of the Union to assist them.

The Company shall not discriminate against any of the Owner-Operators who are members of the Union Committee and will respect their position and responsibilities as it pertains to the Union.

4.2 The Union shall notify the Company in writing of the names of the Owner-Operators comprising the Union Committees and of any change in the personnel thereof. The Company shall inform the Union in writing of the supervisors with whom said accredited representatives shall deal and of any change in the personnel thereof.

4.3 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.

4.4 **Time off for Committee Members:**

(a) Subject to a maximum of four (4) persons, Owner-Operators elected or appointed to serve on a Union Committee including the Health and Safety Committee, Bargaining Committee, Labour Management Committee, Dispatch Committee and/or Local Executive Committee, unless otherwise stipulated in this agreement, shall be allowed a leave of absence without pay for up to one (1) week per leave to attend Union business providing four (4) days notice is provided to the Company. A longer leave or additional Committee members may be approved by the Company upon request by the Local President.

(b) A leave of absence without pay shall be granted for a period of up to three (3) years to an Owner-Operator with a minimum of one (1) year of service who is engaged full-time in Union activities, provided that as much notice as possible is

given to the Company. There will be a maximum of one (1) individual under this Collective Agreement covered by this Article. The affected Owner-Operator may apply for and receive a bid run in accordance with Article 11.9 provided he has sufficient seniority to hold the run. Application for such run must be made annually.

4.5 **Priority Dispatch:**

Owner-Operators/Drivers serving on a Union Committee will be granted priority dispatch rights unless there are justifiable operational requirements why it cannot be accommodated. If the Company is unable to provide a Committee member with priority dispatch rights in accordance with this article, the Company must contact the Local Union President or designate within forty-eight (48) hours of the request in order to come to a mutually satisfactory arrangement to accommodate the Union's needs. If the Union is not contacted within forty-eight (48) hours of the request the Priority Dispatch must be accommodated.

(a) Priority Dispatch will be granted for the following reasons only:

(i) Health and Safety Meetings

(ii) Labour Management Meetings

(iii) Dispatch Meetings

(iv) Contract Negotiations

(v) Union business as requested only by the President of the Union Local, in writing, direct to the Director of Linehaul Operations or his designate with specifics as to date, time and length of meeting.

(b) **Inbound Dispatch**: The Owner-Operator/Driver will be dispatched in order to ensure that he will be in for the meeting but will not be brought in more than twenty-four (24) hours or less than eight (8) hours prior to the commencement of the meeting. This does not mean that the Owner-Operator/Driver will be guaranteed the first load out.

(c) **Outbound Dispatch**:

(i) It shall be the obligation of each Owner-Operator/Driver requesting Priority Dispatch to advise Linehaul Dispatch by 2:00 PM on the day of the meeting as to the need for outbound Priority Dispatch and his availability within the next twenty-four (24) hour period.

(ii) Failure to notify dispatch by 2:00 PM will result in the Owner-Operator/Driver (and the Unit) falling into normal rotation.

(iii) In the event that an Owner-Operator/Driver is requesting Priority Dispatch and the truck which he normally drives is out on a trip, the Owner-Operator/Driver will have the following options:

(1) Priority Dispatch from the Spareboard as soon possible on the next available truck. There will be no guarantee that his service will be called upon that particular day, or,

(2) Request that his truck is turned at the next destination with the first load to or through the terminal at which the Committee Member is requesting Priority Dispatch. The Owner-Operator/Driver may take a short trip if one is available and if it means that he will return to the terminal in time to meet up with his truck.

(d) Where more than one unit is requesting Priority Dispatch on the same day, they will be dispatched in the sequence of their mileage.

(e) Any person requesting Priority Dispatch will not be allowed to bump a load that has already been assigned to another Owner-Operator/Driver or Unit.

(f) Choice of destination remains at the discretion of Central Dispatch in accordance with the agreed upon dispatch rules.

(g) If an Owner-Operator is absent due to Collective Bargaining or preparation for bargaining and there is no second operator available to run the truck double team, the truck may, at the Owner-Operator's option and after reasonable efforts have been made to find a second operator, run "A" Board single until the absent operator returns to service. In this situation the truck's mileage will be pro-rated by sixty percent (60%) to single mileage for dispatch purposes. This same option is available to single Owner-Operators who are absent due to such Union business.

(h) There will be no ghost miles assigned to the truck if the truck is unavailable due to an operator being absent due to Union business.

(i) An Owner-Operator on a bid run requesting priority dispatch in accordance with subsections (b) and (c) above may take a short trip if one is available provided that he will return to the terminal in time to make his next bid run trip. The application of this provision will not result in a grievance from another Driver or Owner-Operator.

ARTICLE 5 – MANAGEMENT RIGHTS

5.1 The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects in accordance with its commitments.

ARTICLE 6 – STRIKES, LOCKOUTS AND PICKET LINES

6.1 During the term of this Agreement, there shall be no lockout by the Company nor any strike, sit-down, slow down, work stoppage or suspension of work either complete or partial by the Owner-Operators.

6.2 It shall not be considered a violation of this Agreement for any Owner-Operator to refuse to cross a picket line established by a recognized Union.

ARTICLE 7 – CONFLICTING AGREEMENTS

7.1 No Owner-Operator shall be asked or permitted to make a written or verbal agreement which may conflict with the provisions of this agreement or which concerns matters of compensation for services, insurance, holdback arrangements or other working conditions.

7.2 If any Article or Section of this Contract, or if any riders hereto should be held invalid by operation or law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and/or rider thereto or the application of such Article or Section, to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

7.3 In the event that any Article or Section is held invalid or enforcement of, or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate Collective Bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restrain. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in the Grievance Procedure.

ARTICLE 8 – BONDING

8.1 Should the Company require the Owner-Operator to obtain a Fidelity Bond, the premium therefore shall be paid by the Company.

Any new Owner-Operator who cannot obtain a bond within sixty (60) days from the date of application may be dismissed.

ARTICLE 9 – GRIEVANCE PROCEDURE AND ARBITRATION

9.1 A grievance shall consist of a dispute concerning the interpretation and application of any clause in this Agreement and alleged violations of this Agreement. Complaints regarding unjust discipline, or where an Owner-Operator feels he has been unjustly treated, may also be dealt with under this clause.

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

Step 1 - Within fifteen (15) days from the date of the incident or from the date that the alleged incident became known, the Local Chairperson/President or designate, shall present the grievance in writing to the Director of Linehaul Operations or his designate who shall endeavour to settle the grievance and render a decision in writing within seven (7) days of receipt of the grievance.

Step 2 - Should the parties fail to reach a satisfactory settlement in the preceding step the matter will be referred in writing for review to the Director of Operations or designate by the National Representative of the Union or designate. The matter will be referred to the next Labour/Management meeting for discussion. If the matter is not resolved at the Labour/Management meeting, the Director of Operations or designate will render a decision in writing within fifteen (15) days of the conclusion of the Labour Management meeting.

Labour Management meetings will be held bi-monthly or more frequently as required to discuss grievances. The parties will appoint their own members of the Labour Management Committee to a maximum of two (2) bargaining unit members under this agreement.

Step 3 - Should the parties fail to reach satisfactory settlement in the preceding steps, the matter may be referred by either party to a sole arbitrator for final settlement. It shall be the responsibility of the party desiring arbitration to so inform the other party in writing proposing names of acceptable Arbitrators within thirty (30) days after the completion of Step 3 as outlined above.

9.3 The selection of the Arbitrator will be by mutual agreement between the Union and the appropriate Company official. If the parties are unable to agree on an Arbitrator within thirty (30) days of the notice of intent to proceed to arbitration they may apply to the Federal Minister of Labour for the appointment of an Arbitrator.

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

9.5 Any fees and disbursements of the Arbitrator are to be paid equally by the Company and the Union.

9.6 The decision of the Arbitrator will be final and binding on the parties.

9.7 Where a grievance is not progressed by the Union within the time limits and manner as outlined, the grievance will be considered to have been abandoned. Where a decision is

not rendered by the Company within the time limits, and manner as outlined, the grievance may be progressed to the next step within the above time limits.

9.8 Any of the above time limits may be extended by mutual agreement between the Company and the Union.

Where an Owner-Operator on highway operations is away from his home terminal and thus unavailable to proceed with the steps of the grievance procedure within the time limits prescribed, such time limits will be extended if mutually agreed so as to permit his processing the grievance in accordance with the above steps upon his return to his home terminal.

9.9 All reference to time limits in this article shall mean Monday to Friday, General Holidays excluded.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

10.1 An Owner-Operator who has completed his probationary period will not be disciplined or discharged without just cause.

10.2 (a) An Owner-Operator who may be subject to a written warning, suspension or termination will have a hearing of investigation convened by the Company prior to any discipline being assessed.

(b) The Owner-Operator will be notified in writing of the specifics of the alleged charges against him and his rights to representation under the Collective Agreement. A copy of this letter will be sent to the Local Chairperson and the Local Union Office at least forty-eight (48) hours in Winnipeg and seventy-two (72) hours at other terminals prior to the hearing. The Owner-Operator will be advised verbally of the hearing and the alleged charges against him at least twenty-four (24) hours prior to said hearing. The time frames outlined in this section may only be reduced by mutual agreement between the Company and the Union.

(c) An Owner-Operator will not be held out of service or denied the right to finish his tour of duty pending a hearing of investigation on the charges against him unless the alleged charges against him are major and could result in suspension or termination.

(d) Where coaching or training is required, these meetings/letters will be instructive in nature to ensure that the Owner-Operators are aware of their responsibilities and the rules and standards of the Company. They will also be informed that rule and policy infractions may result in discipline.

Coaching letters will go into an Owner-Operator's file. Copies of coaching letters will be sent to the Union and they will not be grieved as they do not constitute discipline.

10.3 (a) The Owner-Operator must have the assistance of Union representation during any investigation, hearing or meeting with Company Officers which may result in a written warning, suspension or termination. This will include investigations, hearings and meetings concerning failure to meet DOT regulations. It will also include meetings concerning accidents that could result in discipline. The Company will notify the Union as soon as possible of these meetings.

(b) Meetings will be scheduled to avoid loss of work for the Owner-Operator and the Union Representative. The Company will make a reasonable effort to schedule meetings in accordance with this Article at the beginning, end or during the Owner-Operator's trip if such time falls within normal working hours.

10.4 An Owner-Operator subject to dismissal will have a hearing of investigation convened in accordance with Article 10.2 and will be notified in writing of the specifics of the alleged charges against him. He may be held out of service pending a hearing of investigation of the charges against him.

10.5 The hearing of investigation under Article 10.2 will be held within five (5) days of the Owner-Operator receiving notification of the alleged charges against him. If this is not logistically possible the Local Union Office will be notified and alternate arrangements will be made. During this period he will be given written notice of the time and date of the hearing with a copy to the Local Chairperson and the Local Union Office. A Union representative will be present during the hearing. The Company will render a decision in writing to the Owner-Operator and the Local Chairperson of the Union within three (3) days from the date on which the hearing of investigation was concluded.

10.6 The Local Chairperson of the Union or designate will be furnished with copies of all documentation and evidence pertaining to the matter at the beginning of the hearing of investigation and, upon request, be granted a short recess to review the material.

10.7 Grievances regarding discipline will be initiated at Step 2 of the Grievance Procedure.

10.8 Any time limits referred to in this Article may be extended by mutual agreement between the Company and the Union.

10.9 Reports of Owner-Operator wrongdoing arising from random telephone calls and emails from individuals will not form the basis of discipline unless there is other corroborating evidence. Coaching meetings will not form part of an Owner-Operator's disciplinary record and will not form a basis for future discipline.

10.10 Owner-Operators must report all accidents to Central Dispatch immediately. Written reports must be filed when the Owner-Operator returns to the home terminal or as

directed by the Linehaul department or designates. Owner-Operators who fail to report an accident and/or fail to complete the accident report may be held out of service pending a hearing of investigation as to why the accident was not reported.

10.11 An Owner-Operator requesting Earned Time Off, reporting a breakdown and/or requesting a Purchase Order number or providing an initial accident report will be provided with a Confirmation Number from Central Dispatch.

10.12 Should an Owner-Operator be held out of service pending a hearing of investigation, his equipment will remain in service. This arrangement shall be reviewed after the results of the investigation. If an Owner-Operator is terminated and a grievance is filed, his equipment will, at the Union's request, remain in service for a maximum of sixty (60) calendar days pending a resolution of the grievance and providing the equipment is operated by a dedicated Driver. The Company is not required to put a Spareboard Driver on the Owner-Operator's equipment during this period.

ARTICLE 11 – SENIORITY

11.1 Newly hired Owner-Operators shall be considered as probationary for the first ninety (90) calendar days after commencement of their contract. Probationary Owner-Operators shall not be entitled to grieve with respect to discharge or layoff during the probationary period. Owner-Operators with previous service to the Company as a Driver will not be required to serve a probationary period.

However, during the probationary period, the Owner-Operator shall be entitled to grieve in relation to all other rights and privileges of the Collective Agreement.

11.2 (a) Upon completion of the ninety (90) calendar days of his probationary period, the Owner-Operator shall be entitled to all rights and privileges of this Agreement. The Owner-Operator shall not attain seniority until the expiration of the probationary period when his first piece of equipment seniority shall be effective from the date and time he signed his service contract. As there is only equipment seniority under this Agreement, an Owner/Lease Operator must have his name attached to a piece of equipment in order to have seniority status as an Owner/Lease Operator.

(b) Where an Owner-Operator has more than one piece of equipment, his second and subsequent pieces shall acquire seniority from the original date the equipment was placed in service. Replacement equipment shall retain original seniority.

(c) Owner-Operators with previous service as a Company Driver will have his first piece of equipment placed on the seniority list in accordance with their original start date of continuous service to the Company.

(d) When a partnership acquires more than one piece of equipment, the junior partner's personal date of hire will be transferred to the second piece of jointly

owned equipment. This only applies to partnerships formed in accordance with Article 11.4 (b) and (c).

11.3 Seniority shall be recognized for the purpose of layoff and recall, to apply to bring on additional Owner-Operator equipment and to provide a process for allocating bids in accordance with Article 11.9.

11.4 (a) Except as provided in subsection (c) below, the Company will cause Lease/Independent Contractor Agreements to be issued in the name of one (1) person only.

(b) Owner/Lease Operators who are on the seniority list and who have a joint Lease/Independent Contractor Agreement for a specific piece of equipment as of December 15, 2000 will be allowed to retain that agreement for that unit and its replacements.

(c) In order to form a new partnership or extend a current partnership to another unit the partners must provide the Company and the Union with satisfactory proof of legal status as a corporation which includes minutes detailing dispersal of profit and assets. For the purpose of this article the Company will only recognize one partnership arrangement with one partner. Any changes to the corporation agreement must be reported to the Company and Union in writing within thirty (30) calendar days of the change. Failure to report any change will result in both partners losing their seniority.

(d) Where a joint Lease/Independent Contractor Agreement terminates by virtue of one (1) of the parties abandoning the Lease/Independent Contractor Agreement, the following shall apply:

(i) If the "junior" partner leaves, the Lease/Independent Contractor Agreement may be retained by the "senior" partner on a singular basis and without loss of seniority for the unit;

(ii) If the "senior" partner abandons the joint Lease/Independent Contractor Agreement the first jointly owned piece of equipment will be given a new equipment seniority date as of the date the joint Lease/Independent Contractor Agreement is terminated. The piece of equipment reflecting the "junior" partner's seniority date will then become the senior piece of equipment.

(iii) If there is no partnership in place in accordance with Article 11.4(b) and (c), if the "senior" partner leaves, the Lease/Independent Contractor Agreement is terminated and the Company will advertise for new equipment in accordance with Article 25.2.

11.5 The Company will maintain a system equipment seniority list for the Owner-Operators. This list will be posted quarterly on January 15th, April 15th, July 15th, and October 15th of each year. A copy of the list will be forwarded to the Local Union Office.

11.6 Protests in regard to seniority status must be submitted in accordance with the Grievance Procedure within forty-five (45) calendar days from the date seniority lists are posted.

11.7 The names of Owner-Operators who have been promoted within the Company or to the Reimer Express Driver Training Institute from a position covered by this Agreement will be continued on the seniority list and shall continue to accumulate seniority for a period of six (6) months; at which time his name shall be removed from the seniority list. Such Owner-Operator, when released by the Company from the accepted position within six (6) months shall return to the bargaining unit with his seniority. An Owner-Operator, returning to the bargaining unit in accordance with this article, must remain in the bargaining unit for a continuous period of two (2) years before he would be considered eligible for promotion without losing his seniority.

11.8 When a member covered by a different Collective Agreement between the Company and the Union governing the Company's highway operations transfers into this seniority group with no break-in service to the Company, his seniority date from the other unit will be his seniority date in this unit.

11.9 **Bid Operations**:

(a) New bid runs and permanent vacancies in existing runs shall be posted to the equipment seniority list at all locations where equipment is domiciled for fourteen (14) calendar days. Owner-Operators are required to apply for the bid in writing with a copy to the Local Union Office. Each new posting shall contain the key criteria for the bid run(s). The name of the successful applicant shall be posted within seven (7) calendar days of the closing date of the posting and a copy will be forwarded to the Local Union Office. An Owner-Operator must give the Company fourteen (14) calendar days written notice of his intent to drop a bid run with a copy to the Local Chairperson of the Union.

(b) An Owner-Operator who is on leave may apply for a posting provided that the Owner-Operator can verify (by providing such reasonable evidence as the Company may require) that:

(i) he will be available to commence operating the run on the expected date, and
(ii) he will be fit to comply with subsection (e) or (f) of this Article.

(c) All bids shall be reposted on September 1st each year in accordance with Article 11.9 (a). The successful candidates will commence operation of the new bid by October 1st that year.

(d) Upon being established, the provisions of a bid run shall not be altered without prior notification to the Union.

(e) An Owner/Lease Operator who acquires a bid must personally operate that vehicle on the bid at least thirty-three percent (33%) of the time over two (2) pay periods except for excused absences. Failure to comply with the thirty-three percent (33%) rule will result in the removal of the unit from the bid and the run will be reposted in accordance with Article 11.9(a).

(f) Owner-Operators contracted after December 8, 2006 must personally operate a vehicle at least fifty percent (50%) of the time over two (2) pay periods except for excused absences. Failure to comply with the fifty percent (50%) rule will result in the removal of the unit from the system and the vacancy will be reposted in accordance with Article 25.2. This Article will not apply to Drivers or Lease Operators who entered into service prior to date of ratification.

(g) Owner Operators must apply for bid runs with their senior piece of equipment. If they own more than one piece of equipment the Owner/Operator may elect to use another one of their trucks on the bid run for the life of that particular bid.

(h) If an Owner/Lease Operator gives up his truck and returns to the Driver's seniority list, he must remain on the Drivers list for two (2) consecutive years before bidding on equipment in accordance with Article 25.2(c).

(i) The parties agree to maintain at least fifteen (15) single bid runs for the term of the Agreement. The Owner/Lease Operator who is currently grandfathered will be allowed to maintain their single operation. The remaining single runs will be bid to the seniority group in accordance with Article 11.9(a). In the event an Owner-Operator is not on his single bid run he will be entitled to continue to operate his truck as an "A" Board single operation provided he meets the terms of Article 11.9(e).

(j) The parties agree to maintain at least thirteen (13) double bid runs for the term of the Agreement.

(k) If a bid run is eliminated the Owner-Operator assigned to the run will be permitted to displace a junior Owner-Operator on another bid run. Owner-Operators so displaced will also have the right to displace a junior Owner-Operator assigned to a bid run.

11.10 Owner-Operator contracts shall be terminated for any of the following reasons:

(a) Just cause;

(b) If an Owner-Operator voluntarily terminates his contract;

(c) If an Owner-Operator's contract is terminated and not reinstated pursuant to the Grievance Procedure as provided for in this Agreement.

(d) Failure to return equipment into service after a layoff in accordance with Article 12.4

11.11 (a) Drivers may upon mutual agreement between the Company, the Driver, and Owner/Lease Operator, be dedicated to that Owner/Lease Operator without regard to seniority. The dedicated Driver and the Owner/Lease Operator must sign a form confirming this arrangement. The Company will forward a copy of the signed form to the Local Union Office. This arrangement may be cancelled by any of the parties with fourteen (14) days written notice.

(b) The fourteen (14) days notice period may be waived by mutual agreement of the Company and the Union.

(c) The Company will not withhold approval of a dedicated team without a bona fide reason.

(d) A Driver and his designated Owner/Lease Operator may by mutual agreement arrange that the Driver is dedicated to a specific unit. This will be notated on the form and will not be changed without fourteen (14) days written notice.

(e) All Drivers will be listed on the Spareboard unless a Dedicated Driver Agreement is filed with the Company and the Union. No Owner-Operator will have more than two and one half (2.5) operators per truck. Owner-Operators and Spareboard Drivers will not be permitted to make pre-booking arrangements. Requests to pre-book a Spareboard Driver for more than one (1) tour will be submitted to the Company in writing by the Owner-Operator and agreed upon in writing by the Driver. Failure to do so could result in discipline for the Driver and the Owner-Operator.

11.12 Should the Company require additional equipment at any terminal, those opportunities will be posted in all terminals in accordance with Article 25.2 and Owner-Operators on the seniority list will have the opportunity to move their equipment to the new point of domicile. An Owner-Operator may not have equipment in more than one (1) point of domicile.

11.13 The Company will provide the Local Union Office with a Fleet List monthly and written notification of all approved new and replacement equipment prior to the equipment being put into service.

ARTICLE 12 – LAYOFF AND RECALL

12.1 When it is necessary to reduce the number of trucks, thirty (30) calendar days advance notice will be given to Owner-Operators affected.

12.2 Lay-off of Owner-Operator equipment shall be based on seniority and the principle of "last on – first off" will apply.

12.3 Recalling Owner-Operator equipment from lay-off shall be based on seniority, recalling the senior equipment first. Eligible Owner-Operators shall have the right to recall from layoff for a period of twenty-four (24) months.

12.4 The owner of laid off equipment shall be notified by registered mail of the equipment's recall to work at the Owner-Operator's last known address, and allowed thirty (30) calendar days to return the equipment to service.

Laid off Owner-Operators recalled under the terms of this Article, who fail to return their equipment to service, or fail to give satisfactory reasons for not doing so, shall be considered as having terminated their contract with the Company and shall forfeit their seniority rights.

12.5 To be eligible for recall, an Owner-Operator must file his name and address with the proper Officer of the Company and Union, and keep them informed of any change that may occur.

12.6 If any Owner-Operator equipment is not attaining an average of 7,500 miles "A" Board single or 15,000 miles double for two (2) consecutive statements, a meeting will be held within two (2) weeks of either the Company or the Union requesting such a meeting to implement mutually agreed upon corrective action.

12.7 When there is a need to reduce equipment at any domicile the affected Owner-Operator(s) will be allowed to transfer and displace the "junior" Owner-Operator at a domicile where his equipment seniority would entitle him to put on a truck. This cannot result in him having units at more than one domicile.

ARTICLE 13 – MEDICAL EXAMINATIONS

13.1 (a) An Owner-Operator may be required by the Company to provide satisfactory proof of any sickness or injury which necessitates time off duty and/or satisfactory proof of the Owner-Operator's fitness to return to normal duties. If not satisfied with the medical evidence of any illness, injury or fitness to return to normal duties, the Company may require the Owner-Operator to be examined by a duly qualified practitioner chosen by the Company, mutually agreeable between the Owner-Operator and the Company. Failing agreement, the physician will be appointed by the Company after consultation with the Union. The Owner-Operator shall cooperate in releasing necessary medical information pertaining to the specific illness or injury in question to that doctor. The Company shall pay for the examination and certificate of that doctor. This will include eye examinations requested by the Company,

(b) Owner-Operators will comply with any medical testing which the Company considers a legal requirement of the business provided such testing takes place at the start, end or during working hours. The Owner-Operator will be paid two (2) hours at the hourly work time rate for time spent and will be provided with transportation at no cost to the Owner-Operator from the work location to the clinic and return. The Owner-Operator's partner will be paid two (2) hours at the basic hourly work time rate for time spent while the Owner-Operator is being tested providing such testing takes place at the start or during working hours. Owner Operators who attend medical testing at an away-from-home terminal as part of their tour of duty will receive two (2) hours at the hourly work time rate of pay plus the truck rate of pay.

13.2 Where a medical examination is required by the Company in accordance with Article 13.1 the following conditions shall apply:

(a) If the medical examination other than testing under Article 13.1 (b) is taken after working hours, the Owner-Operator shall not be paid for the time involved, but shall in such cases, receive at least three (3) days' notice prior to the appointment with the Doctor.

(b) In all such cases, Owner-Operators shall on request have access to a copy of the medical report.

(c) No Owner-Operator shall be required to take a medical examination on Saturday or Sunday unless the Owner-Operator so requests and does so voluntarily.

(d) Where an examination is required under this provision, the doctor shall be asked only to confirm the Owner-Operator's medical competence to provide driving services to the Company without jeopardizing his own health and safety and the health and safety of the general public.

ARTICLE 14 – UNIFORMS

14.1 All Owner-Operators who have completed their probationary period may be required to wear a uniform at a standard required by the Company, with the Company paying the full cost of the said uniform. If the Owner-Operator is discharged or terminates his contract within ninety (90) days from the date of ordering a uniform, the Owner-Operator will be held responsible for the full cost of the uniform.

14.2 (a) The Company and the Union agree that Owner-Operators will report for work in a general neat appearance.

(b) If the Company requires Owner-Operators to wear uniforms or if there are any changes in the uniforms, the Company will solicit the input of the Union through the Labour/Management Committee as to the type of uniform.

(c) Owner-Operators will provide a safety vest for each truck at the cost of $12.00 for the initial vests and $6.00 for any additional vests.

(d) Owner-Operators will be provided with a winter jacket with a hood once every three (3) years at no cost to the Owner-Operator.

(e) The Company will provide women Owner-Operators with gender appropriate uniforms.

ARTICLE 15 – PASSENGERS

15.1 Except in the case of an emergency, no Owner-Operator shall permit or allow anyone other than those authorized by the Company to travel in the Owner-Operator's equipment as a passenger while the equipment is providing services to the Company.

ARTICLE 16 – PRIVILEGES

16.1 The Agreement shall not take from the Owner-Operator any privileges they enjoyed at the signing of this Agreement, except such as were specifically dealt with in negotiating this Agreement

ARTICLE 17 – TRAINING

17.1 (a) All mandatory training costs will be paid by the Company. This includes hourly pay for all time spent in attendance. Owner-Operators who attend training at the home terminal on their time off or while on layover at an away-from-home terminal will receive the basic hourly work time pay rate for time spent. Owner-Operators who attend training at an away-from-home terminal as part of their tour of duty will receive the hourly work time pay rate plus the hourly truck rate for time spent.

(b) The Company will provide Owner-Operators with four (4) weeks notice of any mandatory training session(s). Owner-Operators who fail to make themselves available for scheduled mandatory training sessions without permission will subsequently be required to attend the training at their own expense. The Company may hold Owner-Operators out of service until such time as their training is completed.

ARTICLE 18 – HEALTH AND SAFETY

18.1 The Company and the Union agree to maintain a joint Health and Safety Committee in accordance with the Canada Labour Code Part II. The Committee shall be comprised of at least two (2) representatives and two (2) alternates from each party selected by that party. The Company and the Union will each appoint their respective Co-chairs who will be responsible for exchanging agendas at least one (1) week in advance of the meetings. The above does not prohibit either party from adding new business items at the meeting.

18.2 A meeting will be held once each month unless there is mutual agreement to the contrary however there must be at least nine (9) meetings per year in accordance with the legislation.

18.3 Meetings of the Committee shall be considered as time worked and Committee members will be paid at the daily rate while so engaged. Alternates may attend meetings but a maximum of two (2) Union members under this agreement will be paid in accordance with this Article. Compensation for other work or training of the Committee will be in accordance with the relevant legislation.

18.4 The Company will provide an accident report of all accidents to be reviewed at the meeting to all members of the Committee at least seven (7) days prior to the meeting if available. This report will contain all accidents that have occurred since the last report.

18.5 Minutes of Health and Safety Committee meetings will be signed off, posted and forwarded to the Local Union Office within seven (7) calendar days of the meeting.

18.6 The Company shall provide first aid provisions in accordance with The Canada Labour Code Regulations. In the event an Owner-Operator is injured as a result of an accident while in the course of his duties, the Company will pay the Owner-Operator full wages for the day of the accident and will provide transportation appropriate to the circumstances to his home terminal without cost to the Owner-Operator.

18.7 The Company will supply separate Health and Safety Bulletin Boards at all locations where equipment is domiciled.

18.8 The Company acknowledges that an Owner-Operator must take seriously his obligation to judge his own fitness or lack of fitness to perform his duties due to fatigue, illness or weather and road conditions. No Company official should put undue pressure on an Owner-Operator to act in a manner that might compromise the health and safety of the Owner-Operator and the security of the load.

ARTICLE 19 – DISABILITY BENEFITS, DENTAL, LIFE INSURANCE, MEDICAL PLANS

19.1 When an Owner-Operator goes off work due to a non-occupational illness or accident, the Company shall ensure that he remains eligible for Health & Welfare benefits and will continue to pay his Company paid benefits for the Owner-Operator for up to a maximum of twenty-seven (27) months. The Owner-Operator will be responsible to continue to pay the premiums of his other benefits for the twenty-seven (27) month period. The Company will notify Owner-Operators who have been off work for fourteen (14) calendar days due to non-occupational illness or injury of this responsibility.

19.2 (a) The cost of the plans outlined below shall be paid for by the Company on behalf of eligible Owner-Operators except where specifically noted.

(b) Any Owner-Operator who is contracted to the Company after the effective date of the Plans shall join the Plans on the first day of the month immediately following completion of his probationary period with the Company except where Company policy requires that an Owner-Operator join the Plans at an earlier date.

(c) It shall be the responsibility of the Company to provide the Owner-Operator the necessary forms for the Plans.

(d) It shall be the responsibility of the Owner-Operator to have such forms filled out and completed by his Doctor or Dentist in order that they can be processed.

(e) The Company shall cause the Insurance Carrier to remit payments due to the Owner-Operators not less frequently than his normal pay periods.

(f) The Plans will extend to common law and same sex relationships and will cover dependent grandchildren in situations where the Owner-Operator has documented legal guardianship of same.

(g) The Plans are mandatory except where an Owner-Operator can provide proof that he is eligible for superior benefits through a spouse, military or aboriginal program.

19.3 (a) The plans shall continue to provide the following benefits to all Owner-Operators entered into service prior to December 8, 2006 in accordance with the terms and conditions listed below. New Owner-Operators contracted on or after December 8, 2006 only will be covered by the terms and conditions of Article 19.3(e).

Group insurance on a compulsory basis with a Life Insurance Company licensed to operate in Canada providing the following minimum coverage

(i) **Life Insurance**: Life Insurance coverage of One Hundred Thousand Dollars ($100,000.00) covering death from any cause.

(ii) **Accidental Death and Dismemberment**: AD & D Insurance will be One Hundred Thousand Dollars ($100,000.00).

Loss of:	Percent Principal Sum
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
One hand and sight of one eye	100%
One foot and sight of one eye	100%
Speech and hearing in both ears	100%
One arm or leg	75%
One hand or foot	50%

Sight of one eye	50%
Speech	50%
Hearing in both ears	50%
Thumb and index finger of one hand	25%
Four fingers of one hand	25%
All toes on one foot	12.5%
Loss of use of both arms or hands or legs	100%
Loss of use of one hand	50%
Loss of use of one leg or arm	75%

(iii) **Long-Term Disability**: Long-Term Disability Benefits will be on a compulsory basis and will commence after the expiry of fifteen (15) weeks disability, and provided the conditions of the Long-Term Disability qualifications are met, to the sum of two thousand dollars ($2,000) per month during the period of his disability, subject to an all source maximum of one hundred percent (100%) of the net monthly income determined at the beginning of the disability less all applicable reductions.

The Long-Term Disability plan will provide benefits for persons disabled from their own occupation for the first two (2) years of disability and for total disability thereafter.

The Owner-Operator will pay the premium for Long Term-Disability coverage by means of payroll deduction at the rates in effect at the time of said deduction.

(b) **Non-Occupational Weekly Indemnity**: Non-Occupational Weekly Indemnity coverage will be $417.00 per week or the annual E.I. maximum, whichever is greater on a compulsory basis. This coverage to commence on the first (1st) day of necessary absence from work due to accident or on the fourth (4th) day of necessary absence from work due to sickness, continuing for a maximum of fifteen (15) weeks. The Company will pay the full cost of the plan on behalf of the Owner-Operator.

An Owner-Operator, who has not averaged at least Eight Thousand (8,000) miles per month for double team Owner-Operators and six thousand (6,000) for single Owner-Operators over the three (3) month period immediately preceding a claim for benefits, is not eligible for Non-Occupational Weekly Indemnity benefits.

(c) **Dental Insurance**: The Company will provide Dental Coverage which shall be extended to provide:

Dependent Children ages one (1) to twenty-one (21) inclusive (unless attending school up to the age of twenty-five (25)

- Basic and Preventative Treatment – 100%

- Endodontics, Periodontics – 100%
- Major Restorative Treatment – 100%
- Orthodontics for dependant children to age eighteen (18) – 50% to a lifetime maximum of $1000.00

Employee and Spouse

- Basic and Preventative Treatment – 90%
- Endodontics, Periodontics – 60%
- Major Restorative Treatment – 60%

The maximum coverage per person, per calendar year will be $1500.00. No deductible. Coverage is to be based on current dental rate schedules (province of residence).

Dental coverage will be effective on the first day of the month immediately following the completion of six (6) months of service to Reimer Express Lines.

(d) **Major Medical**:

(i) Owner-Operators will enrol in the designated Supplemental Health Benefits program. The cost of all premiums will be charged to the Owner-Operator's statement and the Owner-Operator is responsible for acquiring, completing and submitting the proper enrolment forms. The Company will provide the necessary forms on request. Enrolment shall be the first of the month following completion of the probationary period. The Plan includes Vision Care and Direct Pay Card for Prescription Drugs. Major Medical will cover the following paramedical services from each practitioner for each eligible insured person to the stipulated maximums. A doctor's referral may be required for some of the paramedical services listed below:

- $100 per calendar year for Athletic Therapist
- $300 per person per lifetime for Cardiac Rehab
- $350 per calendar year for Clinical Dietician, Clinical Psychologist, Physiotherapist and Podiatrist/Chiropodist
- $500 per person per calendar year for Acupuncturist, Chiropractor, Massage Therapist, Naturopath and Homeopath

(ii) Owner-Operators shall enrol in the designated Travel Health Plan. Current premiums shall be charged to the Owner-Operator. The Company

is responsible for insuring that the Owner-Operator is properly enrolled. Enrolment shall commence with first trip.

(e) Owner-Operators who contracted for service after December 8, 2006 who have not driven eight thousand (8,000) miles team or six thousand (6,000) miles single in any month will have the premiums for Life Insurance, AD & D Insurance and Non-Occupational Weekly Indemnity for that month deducted from their next month's pay. If they filed a claim under the Dental Insurance and have not driven the required number of miles they would have the cost of the claim deducted from their next month's statement.

19.4 The Company agrees that the level of benefits will not be reduced during the life of the Agreement. If an ambiguity in language only exists between the plan document and the Collective Agreement the plan document will prevail provided it does not result in any reduction of benefits or eligibility.

19.5 Benefits terminate as follows:

(a) Life Insurance, AD&D and Travel Insurance terminate at retirement or age 70 whichever is earlier.
(b) Long Term Disability terminates at age 65
(c) Weekly Indemnity, Health and Dental Benefits terminate upon retirement.

ARTICLE 20 – GENERAL

20.1 **Holdback Account**:

The Company agrees to a holdback account of three thousand dollars ($3000.00) to be deducted at the rate of five hundred dollars ($500.00) per statement due to the Owner-Operator. This fund will be used as follows:

(a) The Company may deduct from this fund any claims, charges, costs or expenses in accordance with this agreement or any services, fuels or other articles or merchandise purchased from or through the Company.

(b) The Company agrees to pay interest on the monies in the holdback account at the rate of prime plus two percent (2%) per annum to be calculated on the last day of each month and will be paid out thirty (30) days following.

(c) When the Owner-Operator's contract is terminated, the Company will pay out the balance of the holdback account and accrued interest to the Owner-Operator once the Company has confirmed that all claims, charges or expenses payable by the Owner-Operator are known and quantified or prior to the expiration of one hundred and twenty (120) days of the Owner-Operator terminating his relationship with the Company whichever is sooner.

20.2 **Statements**:

(a) Upon quitting, the Company shall pay the Owner-Operator all money due to the Owner-Operator on the following regular pay day. The interval between pay days shall be no longer than one (1) month, and in the event that the Company changes the pay period, three (3) clear months notice shall be given by the Company.

(b) Each payment will be accompanied by a statement containing detailed information as to source of payments including number of miles paid for, layover pay, enroute deliveries, paid time, breakdown, etc. as well as listing all deductions.

(c) If an Owner-Operator submits a claim on his running order and it is denied, the Owner-Operator will receive written notification with his statement that the claim was denied and the reason why it was denied.

20.3 **Jurisdiction**:

Drivers operating equipment covered by this Agreement must be employees of Reimer Express lines Ltd. and members of CAW. In the event of a dispute regarding the application of this article, the company will provide the Union with relevant documents upon request.

20.4 **Union Label**:

It shall not be a violation of this Agreement for an Owner-Operator to post a Union label in a conspicuous place in the cab of his equipment. The said label may be a size not in excess of 4" by 4" and will not be attached to any glass area.

20.5 **Running Schedules**:

Running schedules will be based on forty-three (43) miles per hour and will not be changed without prior notification and consultation with the Labour Management Committee.

20.6 **Insurance**:

(a) Insurance charges shall be three and one-half cents ($0.035) per mile and the deductible shall be $2500.00 per incident. The Owner-Operator will not be required to pay a deductible for any accident which occurs when a Driver is driving the truck, including animal hits. In the event of an accident where a deductible is applicable, the deductible will be taken from the holdback fund and replaced at the rate of $500.00 per month starting with the second month.

(b) Any new equipment brought on after date of ratification valued at more than $155,000 based on the invoice (including tire and air conditioning tax but excluding GST), will be charged four cents ($0.04) per mile for insurance.

(c) Owner/Lease Operators will be permitted to temporarily replace equipment that is out of service due to an accident or other problems of a temporary nature.

20.7 **Administration Fee**:

The Administration Fee shall be $90.00 per month per vehicle. In a month when an Owner-Operator puts on replacement equipment he will not be charged an extra Administration Fee unless both vehicles operate concurrently.

20.8 **Loss and Damage to Cargo or Equipment**:

(a) Owner-Operators shall not be charged for loss or damage to cargo unless clear proof of negligence is shown. In the event there is damage to cargo and negligence has been proven, the Owner-Operator will not be charged in excess of one hundred dollars ($100.00) per load. The Union and the Owner-Operator will be provided with all information and documentation pertaining to such claim.

(b) Owner-Operators shall not be charged for loss or damage to Company equipment unless clear proof of negligence is shown. Owner-Operator or Lease Operator tractors are not deemed to be Company equipment. In the event there is damage to Company equipment and negligence has been proven, the Owner-Operator will not be charged in excess of one hundred dollars ($100.00) per claim. The Union and the Owner-Operator will be provided with all information and documentation pertaining to such claim.

(c) Owner-Operators will not be held responsible for damage while towing or pushing a Company vehicle if instructed to do so by Management.

20.09 The Company will be responsible to ensure that there are proper arrangements in place in the various terminals to allow Owner-Operators to wash their equipment without cost to the Owner-Operator. This includes a 24 hour wash bay and soap in Winnipeg, a continuation of the use of an outside wash facility in Toronto and a payment of eighty dollars ($80.00) per month upon presentation of receipts from Owner-Operators for this purpose for Owner-Operators domiciled in Calgary.

20.10 **Monitoring Devices**

The Company will pay for the purchase and installation of any and all monitoring devices which they require. Such devices will be used as an educational aid to assist Owner-Operators to run their trucks safely and efficiently. Monitoring Devices will only be used in disciplinary matters when a major, dismissible and culpable infraction is being investigated.

ARTICLE 21 – PAID EDUCATION LEAVE

21.1 The Company agrees to pay into a special fund a lump sum of Two Hundred and Fifty Dollars ($250.00) every three (3) months for the purpose of providing paid education leave. Said monies are to be paid into a trust fund established by the National Union, Unifor and made payable to Unifor Leadership Training Fund and forwarded to:

Unifor-Canada
P.E.L. Training Fund
205 Placer Court, North York
Toronto, ON M2H 3H9

Commencing January 1, 1999, one (1) Owner-Operator per year will be granted an educational leave without pay for twenty (20) days class time plus travel time where necessary. An Owner-Operator on educational leave will continue to accrue seniority while on leave. Leaves must be applied for in writing and approved by the Company and the Union thirty (30) calendar days prior to the commencement of the leave.

ARTICLE 22 – DISPATCH RULES

22.1 (a) All units will be dispatched on the basis of mileage at every terminal. The unit with the least miles gets the longest dispatch out of the terminal and so on down the list until the unit with the most miles gets the shortest dispatch.

(b) Bid operations and Driver Trainer Trucks will be exempt from mileage dispatch.

(c) Requests to return to home domicile will be exempt from mileage dispatch if the driver has have been away from home without earned time off for 10 days. If the driver requests to return to his home domicile in accordance with this article the unit may bump down in rotation in order to get home but will not be permitted to bump up.

(d) Turn around destinations of less than 400 miles shall be exempt from these rules. Short legs of less than 400 miles will use the last point of dispatch prior to the short leg for rotation. (e.g. Winnipeg – Ottawa – Montreal will use Winnipeg – Ottawa for rotation. Once the unit leaves Montreal the miles for the short leg will be added at that point.)

(e) Designated ("A" Board) singles will be placed on a separate list in rotation based on mileage and will be dispatched on the first available run that can be run single. Designated medical singles will be dispatched in accordance with their restrictions but will not lose their place on the list if a single run comes up which is outside their restriction. Double teams will take precedence over single units running single due to the absence of a partner ("B" Board singles).

(f) It is understood that there may be last minute changes and cancellations of loads. If the load has been changed at an away from home terminal the mileage dispatch provisions will be followed unless the Driver has been notified at the hotel in which case he will take the changed load regardless of miles. If a load is cancelled it is the unit with the most miles remaining at the terminal that will have its trip cancelled.

(g) Loads will be dispatched on a daily basis. At an away from home terminal any unit that is laid over will be dispatched in accordance with Article 22.1(a) before any units which arrive the next day or any home domiciled units are dispatched based on mileage. No units will be turned while there are units on layover available from the previous dispatch day. The definition of a "day" for the purpose of this article only shall be twenty-four (24) hours from 11 AM to 11 AM (Central Time) to coincide with the cut off time for miles.

(h) Driver switches are exempt from going back into rotation when the switch is made provided the same unit remains hooked up to the same load.

22.2 (a) For the purposes of Dispatch/Load Planning, miles will be cut off at 11 AM (Central Time) daily.

(b) Daily mileage updates will be maintained/posted on a thirty (30) day rotation. Ghosted miles will be indicated on all mileage updates.

(c) Available trucks and mileages will be posted daily at all Canadian Dispatch locations as information only and subject to change. At a US or dark terminal the Driver/Owner-Operator must contact Dispatch for this information.

22.3 (a) If an Owner-Operator's unit is unavailable or if there is a change to the Drivers regularly assigned to the unit, the Owner-Operator must contact Dispatch by 11 AM Central Time. If the Owner-Operator does not call it is assumed that the unit will be available for dispatch.

(b) If a Driver is not available to be dispatched on the same truck as he arrived on, the Driver must call Dispatch by 11 AM Central Time. If the driver does not call it is assumed he is available and he is subject to discipline if he subsequently makes himself unavailable.

(c) All Drivers will be assigned to a unit during dispatch time and will remain assigned to that unit until it is dispatched.

22.4 In the Winnipeg terminal, there will be two dispatches daily based on mileage rotation as follows:

(a) Based on information received in Dispatch by 12 Noon, the first dispatch will be at 1 PM. All available Drivers will call for their official dispatch time at 1 PM.

(b) The second dispatch will be at 6 PM for all loads that came available after the 1 PM dispatch. Available Drivers who did not receive a trip when they called at 1 PM will call at 6 PM for dispatch. Drivers or Owner-Operators who called at 11 AM to make themselves or the unit unavailable will not receive a dispatch until all other available Drivers and units have been dispatched that day.

(c) If an additional load is added after the 1 PM dispatch that must be dispatched before the 6 PM dispatch the load will be dispatched to the remaining available drivers and units based on mileage rotation.

(d) If a load is cancelled after being dispatched the Driver/Unit will return to the top of the dispatch list and will receive the next trip regardless of miles. If the Owner-Operator has reported to work he will receive four (4) hours reporting time pay at the hourly work time rate of pay in accordance with Article 23.5. If he remains at the terminal beyond the four (4) hours he will be paid for all additional time spent waiting to depart the terminal at the hourly wait time rate of pay.

22.5 If a unit is at its home terminal and is up for rotation but has made itself unavailable for Dispatch, the unit will have 1200 ghost miles (800 ghost miles for designated single units) added to the mileage already attained by the unit for each day that it is unavailable. Units at away from home terminals who refuse loads will also receive 1200 (800 designated single) ghost miles. Units making themselves unavailable for Friday or Saturday dispatch will receive 2000 ghost miles for each day. The only exceptions to this rule will be that when a unit is on an excused absence as agreed between the Union and the Company it will not be ghosted miles. Such excused absences will be a major breakdown of equipment, approved vacation, earned time off in accordance with Article 22.10 and Union business.

22.6 (a) Each Canadian terminal with domiciled power will post the times that Drivers are to call for daily dispatch instructions. Copies of the postings and any changes will be provided to Union representatives upon request and will be forwarded to the Local Union Office.

(b) If a load is to be dispatched prior to dispatch call in time the available unit with the least miles will be dispatched on the load. The only exception to this rule is the early load in Vancouver which is dispatched to the available unit with the most miles.

(c) Drivers/Owner-Operators on layover will be notified at the hotel once the load is ready and will be given an official dispatch time.

(d) ETA will be updated in the system based on the actual departure time of the unit.

22.7 Drivers/Owner-Operators who have been confirmed off duty for the day will not be penalized if it turns out they are required later and are no longer available.

22.8 The Company will attempt to provide four (4) hours notice of a dispatch. Drivers/Owner-Operators will not be penalized if they cannot reasonably report for duty at the home terminal in time to accommodate a "RUSH" dispatch.

22.9 In the event that a unit is booked out of rotation except as provided for in Article 22.1, the unit will be paid at the rate of pay for eight (8) hours at the hourly work time rate of pay for each operator and eight (8) hours at the hourly work time rate of pay for the truck.

22.10 **Earned Time Off:**

The definition of a "road day" for the purpose of this Article only shall be a calendar day wherein the Owner-Operator/Driver has been away from the home terminal a minimum of eight (8) hours in the calendar day.

The definition of a "day" for the purpose of this article will be thirty-six (36) hours for the first consecutive earned day off and twenty-four (24) hours for the remaining consecutive earned days off.

(a) A Driver/Owner-Operator may, at his option, elect to take earned time off on the following basis:

- Up to sixty (60) hours (2 days) off from arrival at home terminal after six (6) road days from last having earned time off.
- Up to eighty-four (84) hours (3 days) off from arrival at home terminal after eleven (11) road days from last having earned time off.
- Up to one hundred and eight (108) hours (4 days) off from arrival at home terminal after fifteen (15) road days from last having earned time off
- Dedicated team drivers must take their earned time off at the same time.

The truck will remain at the home terminal when a Driver/Owner-Operator or driver team is on earned time off for the first thirty-six (36) hours.

(b) A Driver/Owner-Operator of driver team must notify dispatch from last point of dispatch to his/their home terminal or nineteen (19) hours from arrival at home terminal that he/they is going to use his/their earned time off upon arrival.

(c) If more than ten percent (10%) of the Drivers/Owner-Operators at any domicile request earned time off during the same time period under this article the requests will be granted in seniority order.

(d) Drivers/Owner-Operators are not required to contact dispatch while on earned time off with the exception that they must call a minimum of four (4) hours prior to the expiration of their earned time off to make themselves available for dispatch.

(e) This article does not preclude Drivers requesting and being granted time off outside of earned time off. All requests for earned time off must be made in advance of returning to home terminal. The Dispatcher will record requests and provide Driver/Owner-Operator with a number to confirm that their request had been received. The Company will respond to requests in a timely basis.

22.11 It will be the responsibility of the Driver/Owner-Operator to advise Dispatch when they are out of hours.

22.12 Upon request the Local Chairperson will be provided copies of relevant dispatch information. The Company will forward a monthly report of miles for all members to the Local Union Office.

22.13 A Dispatch Committee will be maintained for the purpose of reviewing and handling issues relating to the operations of the "Dispatch Rules". The Committee will be comprised of two (2) members appointed by the Union and two (2) members appointed by the Company. Bi-monthly meetings will be held until cancelled by mutual agreement.

The Dispatch Committee will make recommendation for changes to the Dispatch Rules but any changes must be mutually agreed upon in writing between the National Representative of the Union or designate and the Director of Operations of the Company or designate.

ARTICLE 23 – RATES OF PAY – SERVICES RENDERED

23.1 **Rates per mile**:

	TRUCK (DOUBLE – NO OWNER-OPERATOR)			
	5 AXLE	**6 AXLE**	**7 AXLE**	**8 AXLE**
December 1, 2015	$0.7864	$0.8333	$0.8333	$0.8587
December 1, 2016	$0.8100	$0.8583	$0.8583	$0.8845
December 1, 2017	$0.8343	$0.8840	$0.8840	$0.9110
December 1, 2018	$0.8593	$0.9105	$0.9105	$0.9383

	TRUCK (DOUBLE – ONE OWNER-OPERATOR)			
	5 AXLE	**6 AXLE**	**7 AXLE**	**8 AXLE**
December 1, 2015	$1.1431	$1.1900	$1.1900	$1.2154
December 1, 2016	$1.1774	$1.2257	$1.2257	$1.2519
December 1, 2017	$1.2127	$1.2624	$1.2624	$1.2894
December 1, 2018	$1.2491	$1.3003	$1.3003	$1.3281

TRUCK (DOUBLE – TWO OWNER-OPERATORS)

	5 AXLE	6 AXLE	7 AXLE	8 AXLE
December 1, 2015	$1.4998	$1.5466	$1.5466	$1.5721
December 1, 2016	$1.5448	$1.5930	$1.5930	$1.6193
December 1, 2017	$1.5911	$1.6408	$1.6408	$1.6678
December 1, 2018	$1.6389	$1.6901	$1.6901	$1.7178

23.2 **Single Rates**: **TRUCK (SINGLE – NO OWNER-OPERATOR)**

	5 AXLE	6 AXLE	7 AXLE	8 AXLE
December 1, 2015	$0.8721	$0.9190	$0.9190	$0.9444
December 1, 2016	$0.8983	$0.9465	$0.9465	$0.9727
December 1, 2017	$0.9252	$0.9749	$0.9749	$1.0019
December 1, 2018	$0.9530	$1.0042	$1.0042	$1.0320

TRUCK (SINGLE – ONE OWNER-OPERATOR)

	5 AXLE	6 AXLE	7 AXLE	8 AXLE
December 1, 2015	$1.3350	$1.3818	$1.3818	$1.4073
December 1, 2016	$1.3750	$1.4233	$1.4233	$1.4495
December 1, 2017	$1.4163	$1.4660	$1.4660	$1.4930
December 1, 2018	$1.4588	$1.5100	$1.5100	$1.5378

23.3 (a) **Hourly Work Time Rate**:

	Basic Rate	Truck Rate
December 1, 2015	$12.57	$10.02
December 1, 2016	$12.94	$10.32
December 1, 2017	$13.33	$10.63
December 1, 2018	$13.73	$10.95

(b) **Hourly Wait Rate**: Owner-Operators must punch in upon arrival and punch out at actual departure time at all home and away terminals.

	Basic Rate	Truck Rate
December 1, 2015	$2.83	$2.83
December 1, 2016	$2.92	$2.92
December 1, 2017	$3.00	$3.00
December 1, 2018	$3.10	$3.10

(c) The hourly rates in (a) and (b) will be paid in fifteen (15) minute increments.

(d) **Daily Rate**:

December 1, 2015	$164.80
December 1, 2016	$169.74
December 1, 2017	$174.84
December 1, 2018	$180.08

23.4 (a) The following will be paid at the Owner-Operators' hourly work time rate of pay plus the truck rate. All times must be marked on the Driver(s) running order.

(1) Enroute deliveries (all time, minimum 1 hour)

(2) Ontario/Quebec Border switches (minimum 1 hour)

(3) City Cartage which includes any pick up and delivery in a city (all time)

(4) Splitting pups, fully or partially: (1/2 hour)

Hooking pups, fully or partially: (1/2 hour)

Docking of trailers: (1/2 hour each trailer)

(5) International border crossing (all time after first ½ hour from first reporting point). No paid time for empties.

(6) Breakdown of Company/Owner-Operator equipment (all time if doing repair work, 1 hour minimum).

(7) Legalizing loads (all time spent working to legalize a load except sliding tandems)

(8) Notwithstanding 1 through 7 above, once a Driver/Owner Operator has booked his eligible work time, ½ hour will be deducted from any time booked at a border crossing.

(b) The following will be paid at the Drivers' hourly wait time rate of pay. All times must be marked on the Driver(s) running order:

(1) Layover and terminal delay – All time from punch in upon arrival at terminal to punch out at departure from terminal except as covered in mileage rate in accordance with Article 23.6.

(2) Road closure

(3) Breakdown (All time spent when not doing repairs)

23.5 **Reporting Pay:**

Should an Owner-Operator be called to work and no work is available, the Owner-Operator will be paid four (4) hours at the applicable hourly work time rate of pay.

23.6 **Mileage Rate Defined**:

The Company shall designate the routes to be travelled from the home terminal to destination and return to the home terminal. Mileage rates will be paid for as such and they are composite mileage rates to compensate for duties performed on normal operations which include driving, checking equipment, completing paperwork fuelling, one hook-up and/or unhooking at the origin and/or destination terminal point and emergency adjustment of brakes.

Owner-Operators must report for work one-half (½) hour prior to their scheduled departure time, in order to carry out the necessary pre-trip duties and allow one-half (½) hour for post trip duties. Compensation for pre and post trip duties are included in the mileage rate and are not paid as wait time.

All mileages will be based on PC Miler Postal Code to Postal Code (practical route).

Maps, telephone numbers and addresses will be provided for all enroute deliveries.

23.7 **Definition - "Hook-Up" and "Unhook"**:

Hook-up at point of origin is defined as the initial hook-up of the tractor to the trailer at the point of commencement of trip.

Unhook at point of destination is defined as the unhooking of the trailer from the tractor on completion of the trip.

23.8 **Breakdown and Delay**:

Owner-Operators must report any delay in an area without supervision or call the Maintenance Department in the case of a breakdown within one (1) hour when possible for instructions.

The Company will provide an authorization number or a Purchase Order Number for Owner-Operators who call in for a Purchase Order after hours. If the Owner-Operator has an authorization number he will not be charged for not having a purchase order.

23.9 **Work Time Reporting**:

All hourly work performed by Owner-Operators for which pay is claimed shall be accounted for by the Owner-Operators on a form provided by the Company. The Company will ensure that all Owner-Operators are trained to fill out their running orders. Such claims must be approved by the Company representative. If an Owner-Operator makes a claim and it is denied by the Company, the Owner-Operator will be advised in writing as to why the claim was denied.

23.10 **Hotel Rooms**:

Owner-Operators will be reimbursed for the full cost of hotel rooms when authorized. Receipts must be turned in on the completion of the run. The Company reserves the right to designate the hotel where regular accommodations are required. Male and female partners will be provided with separate rooms when available upon request. In the event of a dispute the room will be considered non-smoking.

Hotel rooms will be provided in terminals where there is a delay of more than six (6) hours.

If an Owner-Operator must leave his tractor in a terminal yard due to legal requirements and the hotel is not within walking distance from the yard, the Owner-Operator will be provided with a taxi service at no cost to the Owner-Operator.

Concerns and suggestions regarding hotel facilities will be handled by the Labour/Management Committee.

23.11 All bridge and highway toll fees shall be paid for by the Company when authorized by the Company.

23.12 **Bobtail Rate**:

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

23.13 **Layover/Delay**:

Effective date of ratification, Owner-Operators shall receive pay for all layover hours, terminal delay time and other time as specified in this agreement at hourly wait time rates of pay, in fifteen (15) minute increments.

23.14 All Owner-Operators in the bargaining unit shall be entitled to a Cost of Living Allowance in accordance with the following:

The amount of the Cost of Living Allowance shall be determined through the use of the Consumer Price Index for Canada (1981=100) hereinafter referred to as the "index".

(a) If during the first year of this Agreement the Consumer Price Index increases by more than one percent (1%) calculated on the basis of the difference between the Base Index figure for September 1, 2006 to and including August 31, 2007, then the increase in the C.P.I. will generate a Cost of Living Allowance calculated on 27.5% of the mileage rate effective the first pay period in September, 2007.

(b) If during the second year of this Agreement the consumer Price Index increases by more than one percent (1%) calculated on the basis of the difference between the Base Index figure for September 1, 2007 to and including August 31, 2008, then the increase in the C.P.I. will generate a Cost of Living Allowance calculated on 27.5 % of the mileage rate effective the first pay period in September 2008.

(c) If during the third year of this Agreement the consumer Price Index increases by more than one percent (1%) calculated on the basis of the difference between the Base Index figure for September 1, 2008 to and including August 31, 2009, then the increase in the C.P.I. will generate a Cost of Living Allowance calculated on 27.5 % of the mileage rate effective the first pay period in September 2009.

(d) The cost of Living Allowance shall apply only to increases in the C.P.I.

23.16 **Fuel Pricing**:

The Company will provide and maintain a fixed fuel price for Owner/Lease-Operators for fuel purchases as follows:

First pay period after date of ratification	45 cents per litre

Owner-Operators will retain all fuel rebates.

23.17 **Over Dimension**:

It shall be the duty of the Company to ascertain when a load is over-dimensional and to provide the Driver with the necessary documents(s) to transport the load in a legal manner. It shall not be considered a violation of this Agreement for a Driver to refuse to haul a load that is over-dimensional if such refusal is for safety reasons.

ARTICLE 24 – JOB SECURITY

24.1 The Company agrees to discuss with the Union any changes in operations which may have a detrimental impact on the general status of Owner-Operators prior to such changes being implemented.

24.2 The Company will not contract out work normally performed by the bargaining unit when bargaining unit equipment and Drivers are available. The Company will provide the Union, on request, with information relevant to a specific contracting out issue.

24.3 Should the Company participate in any training/student program, the Union will be advised and the parties will meet to determine the parameters of the program. The participation in such a program will not directly cause the reduction of miles or wages to any Union members.

24.4 In the event that the Company finds it necessary to relocate all or part of its operations covered by this contract, the Company will give not less than ninety (90) days notice in writing to the Union to meet and discuss and implement this Article.

ARTICLE 25 – EQUIPMENT AND EQUIPMENT INSPECTION

25.1 (a) It will be the duty of the Owner-Operators to report promptly in writing to the Company all known defects in equipment and the Company agrees to supply equipment inspection forms for this purpose.

(b) It is a Company requirement that all tractors be painted the Reimer Colours. Owner-Operators who bring on new equipment shall be responsible to have the frame and cab painted as per Company requirements (Colours per Reimer paint code). The Company will pay the cost of painting the white and black portions of the colour scheme. When tractors are taken out of service the Company will be responsible to paint the truck one color. Should the Company colours change the Company will be responsible for the cost of repainting Owner-Operator equipment.

(c) Truck specifications as stipulated by the Company will be limited to weight (Owner-Operators will be allowed to bring on equipment that weights no more than 18,000 pounds stamped weight), length, colour and ability to pull Roadway pups at the time of entry into service with the Company and will be no more stringent than the maximum requirements of the Company's operation within North America. Cost of modifications for fifth (5th) wheel will be at the Owner-Operator's expense. All trucks must have pintle hooks (It will be a required specification for any new trucks after date of ratification.)

(d) The Company will maintain an Inspection Bay at the Winnipeg domicile.

(e) All new Owner/Lease Operator equipment must have two (2) bunks, adjustable heated mirrors and a reasonable noise reduction package.

25.2 (a) When the Company requires additional equipment the Company will post a notice at all terminals no more than sixty (60) days prior to the approximate date that the new trucks are required. Owner-Operators wishing to bring on additional equipment must submit their bid in writing within fourteen (14) days of the posting to Director of Line Haul Operations, or his designate. A copy of the posting and the names of applicants will be provided to the Union.

(b) A notice will be posted in all terminals within twenty-eight (28) days after the posting period ends naming the successful candidates. A copy of the notice will be sent to the Local Union Office.

(c) New equipment will be offered on a single posting and will be allocated in the following order:

(i) New lease equipment will be allocated:

- First to Drivers under the terms of their Collective Agreement;
- Secondly, to Owner-Operators with more than two (2) consecutive years of seniority in the following order: Owner-Operators with one (1) piece of equipment in seniority order, Owner-Operators with two (2) pieces of equipment in seniority order, Owner-Operators with three (3) pieces of equipment in seniority order, Owner-Operators with four (4) pieces of equipment in seniority order;
- Thirdly, to Drivers with less than two (2) years of seniority;
- Fourthly, to Owner-Operators with less than two (2) years of seniority in the same order as above.

Equipment will only be allocated one piece per applicant. New lease equipment will not be awarded to any Owner-Operator who already has lease equipment.

(ii) New Owner/Operator equipment will be offered on a single posting and will be allocated in the following order:

- First to Lease Operators giving up their lease within thirty (30) days of closing date for applications in seniority order,
- Secondly, to Drivers in seniority order,
- Thirdly, to Owner-Operators with one (1) piece of equipment in seniority order, Owner-Operators with two (2) pieces of equipment in seniority order, Owner-Operators with three (3) pieces of equipment in seniority order, Owner-Operators with four (4) pieces of equipment in seniority order,
- Fourthly, to applicants from outside the Company.

Upon mutual agreement between the Company and the Union the Company may bring in new Owner-Operators from outside the Company for good and sufficient reason prior to offering the equipment in accordance with this Article.

(d) An Owner-Operator may sell his equipment in house but that truck cannot be put on with the Company unless the Company posts a vacancy and the Owner-Operator is awarded the "spot" as the senior qualified applicant in accordance with the process set out in Article 25.2(c). An Owner-Operator will not be permitted to "buy" a spot.

(e) No Owner/Lease Operators will be permitted to have more than five (5) pieces of equipment on with the Company.

(f) Provided Company lease trucks are available, leases will be renewed upon application from the Lease Operator. If lease equipment is not available through the Company and the Lease Operator wishes to become an Owner-Operator, he shall make these arrangements with the Company within ninety (90) calendar days prior to the expiration of his current lease in order to allow him to obtain new equipment which meets the specifications of the Company. Article 11.10 (a), (b) and (c) represent the only basis on which an application to renew a lease or to put on new equipment would be denied in these circumstances.

ARTICLE 26 – DURATION

26.1 This Agreement shall be binding on the parties hereto, their administrators, executors and assigns and shall remain in full force and effect from **December** 1, **2015 to November 30, 2019** and shall continue year to year thereafter unless written notice to amend cancel, or terminate the Agreement is served by either party on the other within the period of three (3) months immediately preceding the date of expiration of the Collective Agreement.

Signed this 1st day of April 2016

FOR THE COMPANY:

FOR THE UNION:

LETTER OF UNDERSTANDING # 1 RE: PROHIBITION AGAINST HARASSMENT AND ABUSE GUIDELINES

between
Reimer Express Lines Ltd.
and
Unifor Local 4209

RE: JOINT ANTI-HARASSMENT POLICY AND PROCEDURE

Reimer Express Lines Ltd. and Unifor Local 4209 are committed to providing and maintaining a positive work environment free of both sexual and general harassment and abuse. Harassment and abuse are forms of misconduct, which are demeaning to another person, which undermine the integrity of the employment relationship and are strictly prohibited.

Owner-Operators/Drivers who feel that they are being harassed and/or discriminated against are encouraged to bring their concerns forward to either the attention of the Company by contacting the Manager of Human Resources OR to the Union by contacting the Local President or National Representative.

All complaints will be handled in a confidential and timely manner.

Within seven (7) days, of receipt of a verbal or written complaint the designates of the Union and the Employer will undertake a joint investigation of the complaint which will include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents and evidence will be reviewed. Should the complaint involve sexual harassment/discrimination, the process will include a woman.

It is the intention of the Union and the Employer that the investigation will be completed within fifteen (15) days of the commencement of the joint investigation at which time the parties will complete a written report of its findings and recommendations. The report will be submitted to the Manager of Human Resources or designate and the National Representative of the Union or designate.

The parties will then make a determination on an appropriate resolution, and attempt to resolve the issue within ten (10) days and ensure that the resolution is fair and consistent with the intent of Reimer Express Lines Ltd. and Unifor Local 4209 to provide a harassment free workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into Step Two of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties in the grievance procedure it may be referred to arbitration in accordance with the provisions of the Collective Agreement. 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.

All Owner-Operators/Drivers are reminded that harassment is an offence under the Human Rights Act of Canada and that a victim of harassment has a right to file a complaint with the Canadian Human Rights Commission

As stated above, the Company and the Union are committed to providing and maintaining a positive work environment. Questions regarding this Letter of Understanding may be directed to either the Company or Union representatives or Owner-Operators or Drivers should refer to the Company policy in place on this matter.

Signed this 1ST day of APRIL 2016

FOR THE COMPANY:

FOR THE UNION:

LETTER OF UNDERSTANDING # 2 RE: FAST CARD

between
Reimer Express Lines Ltd.
and
Unifor Local 4209

Re: FAST Card

It is understood and agreed by the parties that for the Company to continue to move freight quickly and efficiently across the international border, the Company must be registered under the Free and Secure Trade Program ("FAST"). One portion of the application is the requirement for drivers transporting FAST loads to be certified under FAST.

The following conditions will apply with respect to the Owner-Operator applications:

1. For Owner-Operators hired after January 16, 2003, it will be a requirement to obtain a FAST card as a condition of employment, at the Owner-Operator's expense.

2. The Company agrees to pay for the time spent by Owner-Operators during their interview with US Customs and Immigration for FAST certification, plus waiting time by a co-driver (if applicable).

3. Both parties recognize that this is an essential program which requires full participation of all Owner-Operators who are not on domestic bid runs. Any Owner-Operator refusing to complete the application will be required to attend a joint meeting with representatives from the Company and the Union in an attempt to resolve the issue. If an Owner-Operator is unable to apply or be approved for a FAST card the issue will be dealt with on a case by case basis by the Union and the Company.

4. It is understood that the information required for the FAST application is personal and private. Once the form is completed, the Owner-Operator must enclose the required documents and money order payable to the Receiver General of Canada in a sealed envelope and surrender it to personnel in Linehaul Dispatch.

Signed this 1ST day of APRIL 2016

FOR THE COMPANY:

FOR THE UNION:

LETTER OF UNDERSTANDING # 3 RE: SAFETY AWARDS PROGRAM

between
Reimer Express Lines Ltd.
Owner-Operators
and
Unifor Local 4209

Re: Safety Awards Program

The parties agree that any questions, concerns, or suggested improvements to the program will be directed for discussion and review to the Joint Labour Management Committee.

Signed this 1ST day of APRIL 2016

FOR THE COMPANY:

FOR THE UNION:

LETTER OF UNDERSTANDING # 4 RE: TORONTO-MONTREAL FLAT RATE

between
Reimer Express Lines Ltd.
and
Unifor Local 4209

Re: Tim Green and Cecil McKee

The above named individuals only shall be paid as follows for as long as they hold the run:

Toronto/Montreal bid runs:

Owner-Operator drives:

- Flat rate for the round trip
  December 1, 2015 - $1263.44
  December 1, 2016 - $1301.34
  December 1, 2017 – $1340.38
  December 1, 2018 – $1380.59
- No hotel cost
- No wait time paid until after 14 hours
- After 14.0 hours pay is at the work time rate for all time

Company Driver on unit:

- Unit will be paid for the round trip
  December 1, 2015 - $758.00
  December 1, 2016 - $780.74
  December 1, 2017 - $804.16
  December 1, 2018 - $828.28
- All other pay provisions of the Collective Agreement shall then apply. (hotel costs and normal wait time rate).

Signed this 1ST of APRIL 2016

FOR THE COMPANY:

FOR THE UNION:

LETTER OF UNDERSTANDING # 5 RE: LAYOFF OF TRUCKS

between
Reimer Express Lines Ltd.
Owner-Operators
and
Unifor Local 4209Letter of Understanding (for the duration of this agreement)

RE: Layoff of Trucks

Layoff of trucks in the specific period of layoffs will take place in the following order:

1. Owner-Operators with more than five (5) pieces of equipment on with the Company will have any trucks in excess of five (5) removed from service. These trucks will not be considered as laid off and therefore will not be eligible for recall.

2. Should there be a need to layoff additional trucks, Article 12 of the Collective Agreement will apply.

Recall of trucks in this specific period of layoffs will take place in accordance with Article 12 of the Collective Agreement except for Owner-Operators who are not in compliance with the terms of their contract with YRC Reimer. These Owner-Operators will not have their laid off trucks recalled. Examples of non-compliance include the inability of the Owner-Operator to drive or obtain a FAST card unless prohibited due to a medical condition or extraordinary circumstances as agreed upon in writing by the Local Union President and the Company. This clause shall also apply to Owner-Operators (or their immediate family) having equipment, other than the laid off equipment, on at a Company in direct competition with YRC Reimer.

Any Owner Operator/Lease Operator who has more than one piece of equipment and voluntarily removes a truck that is their "seniority truck" will be permitted to move that seniority to another truck in their fleet.

These terms and conditions apply to the layoffs that take place under this particular Collective Agreement and this letter will expire at the end of the contract.

Signed this 1st day of April 2016

FOR THE COMPANY:

FOR THE UNION:

LETTER OF UNDERSTANDING # 6 RE: LCV RATES

Between
Reimer Express Lines Ltd.
And
Unifor Local 4209

Re: LCV Rates of Pay for Owner-Operators and Conditions of LCV Bid Runs

The parties hereto agree that effective date of signing of this Letter the rate of pay for Owner-Operators pulling Long Combination Vehicles (LCV's) will be:

	Dec 1/15	Dec 1/16	Dec 1/17	Dec 1/18
Double No O/O	$0.9476	$0.9760	$1.0053	$1.0355
Double One O/O	$1.2978	$1.3367	$1.3768	$1.4181
Double Two O/O	$1.6274	$1.6762	$1.7265	$1.7783
Single One O/O	$1.4729	$1.5171	$1.5626	$1.6095
Single No O/O	$1.0403	$1.0715	$1.1036	$1.1367

Single paid 1 hour hooking and ½ hour splitting
Double paid ½ hour hooking and ½ hour splitting

This rate will be in effect from the date of this letter to August 31, 2011 or to the date of ratification of a revised collective agreement should such an agreement not be in effect as of August 31, 2011.

During this period the terms and conditions of Article 11.9 Bid Operations will be relaxed to allow Owner-Operators with more than one piece of equipment to hold more than one LCV bid run. Bids will be reposted on September 1st each year and the LCV bids will be awarded on the basis of one truck only on a bid run. Should there not be enough Owner-Operators to fill the LCV bid runs, the Company will then consider bids from Owner-Operators wishing to have two or more pieces of equipment on LCV runs. This will be done in seniority order adding one additional run to the senior applicant and so on based on the applicants in seniority order. If there are still LCV runs that have not been filled the senior applicant will then be awarded a third run and so on down the list of applicants until all LCV runs will be awarded a third run and so on down the list of applicants until all LCV runs will be filled. The relaxation of the terms of Article 11.9 will apply to LCV bid runs only. This does not prevent O/O's from using their senior truck to bid on non-LCV runs.

Dated this 1ST day of APRIL 2016

FOR THE COMPANY:

FOR THE UNION:

LETTER OF UNDERSTANDING # 7 RE: "COLA"

Between
Reimer Express Lines Ltd.
And
Unifor Local 4209

Letter of Understanding (for duration of this agreement)
Re: "COLA"

The parties agree that the COLA provisions of this collective agreement will not trigger during the term of this agreement.

Signed this 1st day of April 2016

FOR THE COMPANY:

FOR THE UNION:

LETTER OF UNDERSTANDING # 8 RE: DISPATCH RULES

Between
YCR Reimer
And
Unifor Local 4209

Re: Dispatch Rules
Article 22.5
Exceptions to Ghost Miles

This is a Letter of Understanding between the above named parties in accordance with Article 22.13 of the Collective Agreements for Owner-Operators and Drivers.

After consultation with the appropriate Dispatch Committees, the parties hereto have agreed to the following change to Article 22.5.

The parties have agreed to fully implement the terms and conditions of Article 22.5 with respect to the assignment of ghost miles. This will be done consistently and uniformly.

The only exemptions to this penalty will be:

(1) Hours of Service

(2) Breakdown/Major Repair of Equipment (truck cannot go out account unsafe or not road-worthy). The Owner-Operator will be required to provide full disclosure to Dispatch on the nature of the breakdown/repair. The Company will accept the Owner-Operator's assessment initially and will not ghost the truck. If it is later determined that the breakdown claim is not valid, the Owner-Operator may receive discipline for making a false claim. (Proof of service may be required.)

NOTE: Minor repairs and general maintenance will not be considered an exemption in accordance with (2) above.

(3) Earned time off as follows:

- Both members of a dedicated 2-man team must take their earned time off at the same time. The truck is not ghosted.
- Three-man teams: if the 3rd driver does not have enough earned time off he must call in and make himself available to run single or find another driver to run double. If he doesn't do this or if the O/O does not make himself available to run the truck will be ghosted.

(4) Union business authorized under the terms of the Collective Agreement.

(5) Vacation as follows:

- One or two driver(s) on a 2 or 3-man team are on vacation: Other driver(s) must call in and make themselves available. The Owner-Operator must make himself available to run single or find the required number of drivers (Only exception is when O/O has to be on his own bid run). If driver(s) who are not on vacation or the O/O fail to make themselves available the truck will be ghosted.

Signed this 1ST day of APRIL, 2016

FOR THE COMPANY:

FOR THE UNION:

LETTER OF UNDERSTANDING # 9 RE: TRIAL DISCIPLINARY PROCEDURES

Between
YCR Reimer
And
Unifor Local 4209

Re: Trial Period
Expedited Disciplinary Procedures

This is a Letter of Understanding between the above named parties to implement Expedited Disciplinary Procedures on a trial basis only in an effort to ensure a more timely and efficient method of dealing with matters of discipline.

The parties agree in principle to the following:

Both parties recognize that Drivers and Owner-Operators facing a disciplinary matter have the right to Natural Justice that includes the right to know the accusations and evidence against them, the right to be heard (i.e. to have hearing), and the right to a timely resolution of the issue.

The nature of the work schedule of Drivers and Owner-Operators often prevents disciplinary hearings as set out in Article 10 of the respective Collective Agreements from taking place on a timely basis.

The parties therefore further agree to the following process.

1. The parties agree that relatively minor infractions and many first offences could be handled less formally. A Driver or Owner-Operator could be given a Coaching Letter that is non-disciplinary in nature (i.e. a reminder of the rules and policies and the necessary to adhere to same) or a written warning that is the initial step in a Progressive Disciplinary Process. Examples of such infractions may include but will not be limited to speeding tickets, overweight tickets, placarding issues, improper stance, minor inspection issues, etc.

   In the case of these types of incidents, it may not be necessary to hold a hearing. In such cases the Company will provide the Driver or Owner-Operator with a form detailing the nature of the infraction they are being charged with and any available evidence of the infraction. The employee will have the option of either:

   (a) Agreeing to the facts at hand, providing a written statement attesting to same and declining the right to a hearing or,
   (b) Not agreeing to the facts, not providing a written statement and invoking the right to a hearing.

In the event a Driver or Owner-Operator elects option (a) and fills out the form they will likely receive a Coaching Letter or a Written Warning. Employees who elect option (b) will be scheduled for a hearing.

There is the possibility that a Driver or Owner-Operator who elects (a) above and whose statement may raise other questions or issues or where there needs to be a clarification of the facts will have a hearing convened into there issue instead of an automatic Coaching Letter or Written Warning.

2. More serious issues or incidents wherein there are conflicting matters of fact must have hearings scheduled in accordance with Article 10 of the Collective Agreements.

3. Copies of all forms filled out under Item 1 above will be provided to the Local Union Office. The Company and the Union will meet (in person or by conference call) once per month to ensure that the process is working and the hearings are being held on a timely basis.

4. This agreement represents a change in process only and the Union reserves the right to grieve any and all discipline assessed.

5. This Letter of Understanding may be cancelled by either party upon thirty (30) days notice in writing.

Signed this 1ST of APRIL, 2016

FOR THE COMPANY:

FOR THE UNION:

LETTER OF UNDERSTANDING #10 RE: ACCESS TO INFORMATION – ARTICLES 22.2 AND 22.12 OF THE OWNER-OPERATOR AND DRIVER COLLECTIVE AGREEMENTS

Between
YRC Reimer
And
Unifor Canada Local 4209

Re: Access to Information – Articles 22.2 and 22.12 of the Owner-Operator and Driver Collective Agreements.

It is agreed by the parties hereto that the following procedures will be followed with respect to the right of Drivers/Owner-Operators and the Union to have access to necessary information.

1. Article 22.2 (b) and (c) of the Collective Agreements requires the Company to maintain and post daily mileage sheets on a thirty (30) rotation at all Canadian Dispatch locations. The Company confirms that this will be done. Should a Driver/Owner-Operator arrive at a terminal and the information is not posted for that day or if it is a US or dark terminal, the Driver/Owner-Operator must contact Central Dispatch and they will be provided with the requested information.

   A memo will be distributed to all Drivers/Owner-Operators instructing them to call Dispatch if the mileage information is not posted for that day. A copy of the memo will forwarded to the Local Union Office.

2. Article 22.12 of the Collective Agreements stipulates the right of the Union to relevant dispatch information. This information is fundamental to the Union's responsibility to represent their members. With the relocation of Central Dispatch from Winnipeg to Buffalo, the Union has been severely prejudiced with respect to its responsibilities.

   The Company hereto confirms that it will provide the Local Union Office with sign in/sign out sheets and mileage reports from all dispatch points on a weekly basis. If there is a specific complaint or question, the Company will forward to the Local Union Office the internal dispatch records for the specific days within 24 hours of the request. This information will include the computerized dispatch records and the dispatch forms that are used to actually dispatch loads.

Dated this 1ST day of APRIL 2016

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING #11 RE: INTERPRETATION AND INTENT OF ARTICLE 22.1(G) – DISPATCH RULES

Between
YRC Reimer
And
Unifor Canada Local 4209

Re: Interpretation and Intent of Article 22.1(g) – Dispatch Rules

It is agreed by the parties hereto that the following represents the intent of Article 22.1(g).

Article 22.1(g) was written in an effort to ensure that both the needs of the Company to not incur excessive hotel costs and the needs of the Home Domiciled Units to have a fair dispatch are met. The compromise between the parties in this matter resulted in the following process:

1. At an away from home terminal units that are laid over (in the hotel) from the previous day dispatch (arrived prior to 11 AM Central Time) will be dispatched by mileage rotation dispatch between these units before any home domiciled units are dispatched.

2. Once all of the units that were laid over from the previous day have been dispatched, the home domiciled units and the foreign units that arrived that day will be dispatched according to mileage rotation.

3. No unit will be turned while there are units on layover available from the previous dispatch day.

The above allows for fairness for both parties and is the practice that has been in place over the life of a number of Collective Agreements.

Dated this 1ST day of APRIL ,2016

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING #12 RE: INTERPRETATION AND INTENT OF ARTICLE 11.9 – BID OPERATIONS

Between
YRC Reimer
And
Unifor Canada Local 4209

Re: Interpretation and Intent of Article 11.9 – Bid Operations

It is agreed by the parties hereto that the following represents the intent of Article 11.9.

Article 11.9 was written in an effort to provide senior Owner-Operators and the Company with stability; the Owner-Operator would have more control over their life and the Company would have assurances that there is equipment and drivers always available for specific loads. The parties herein agree that the following processes will apply in the operation and dispatch of bid runs.

1. Bid runs will be posted in accordance with Article 11.9 and will stipulate the terms and conditions of the run (i.e. Single or double, days of the week the run will operate and destination of the run. It may also include the approximate time of day that the load will be dispatched.

2. Owner-Operators will apply for and be awarded bid runs based on truck seniority and will be required to meet the terms of the bid as well as the other conditions of maintaining a bid set out in Article 11.9.

3. Dispatch of Bid Runs: Article 22.1 (b) stipulates that bid runs are exempt from mileage dispatch. Bid runs are dispatched in accordance with the terms of the bid run as posted. Bid runs returning back to the home terminal of the bid run will be dispatched in an effort to ensure the unit returns to that home terminal in order to meet the departure conditions for the next bid run trip. The return trip will not be dispatched by mileage rotation. The Company will endeavor to dispatch the unit on a load destined for the home location of the run. If this is not possible, the unit may have to be dispatched to various locations that are directly enroute to the home terminal.

4. The Bid Run Owner-Operator has no guarantee of trips. If there is not a trip as stipulated in the bid run the unit does not fall into mileage rotation and can only be dispatched out if there are no other available units at that terminal available to be dispatched. The Owner-Operator will not be allowed to take a trip that would prevent the unit from being available for the next bid run trip.

5. If a Bid Run Owner-Operator takes a trip that is outside of the terms of the assigned bid run (i.e. runs single when the bid run stipulates double) the unit will be dispatched from the destination and enroute terminals by mileage rotation.

The above allows for fairness for both parties and is the practice that has been in place over the life of a number of Collective Agreements.

Dated this 1ST day of APRIL 2016

FOR THE COMPANY

FOR THE UNION