

Draft

MEMORANDUM OF AGREEMENT

BETWEEN

ALLIED SYSTEMS

CASSENS TRANSPORT

CASSENS TRANSPORT LTD.

AND

TEAMSTERS LOCAL UNIONS

299, 449, 614, 880 AND 938

and INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Due to the continued erosion of union car haul work by non-union carriers, all signatories agree on the need to implement additional options to the cross border operation currently being used.

Both the Eastern Canada Car Carriers Master Agreement and National Automobile Transporters Master Agreement define the process prior to any changes being made.

It is agreed that a continued attempt will be made by all signatory employers to use best efforts and best practices with manufacturers to convince them to make Teamsters Union Carriers the manufacturer's first choice of carriers.

The parties agree that the following principles will be in place with regard to the handling of cross border traffic destined for direct dealer delivery in the United States from Canadian origins, or in Canada from United States origins, or to delivery to non-border marshalling, storage or rail yards. The following shall structure the terms and conditions of any changes to the current cross border operations.

- ~~1. A continued attempt by all signatory employers to use best efforts and best practices with manufacturers to convince them to make Teamsters Union Carriers the manufacturer's first choice of carriers.~~
- 1 To ensure protection for Canadian and United States Teamsters drivers the load equalization process must ensure a 1 for 1 load delivery process, equalized on a weekly bi-weekly basis. For clarity, for each load delivered by a Canadian driver another load must be delivered by an American driver. Should loads become unequal, trailing facility would receive all loads the following week until balanced.

2. The signatory employers agree to establish and protect the load equalization distribution and provide verification on a weekly basis.
3. Prior to implementation of any new cross border operation covered by this Memorandum of Agreement, the employer will notify any directly effected Local Union(s) and provide details as to the operation.
4. A Joint Committee shall be established that meets as required to discuss issues that may arise from time to time, and to attempt to resolve any specific disputes which may arise.
5. This Committee ~~to be attended by~~ will consist of representatives from all signatory parties including the National Car Haul Director as identified in per Article 16.9 (Canadian Master Agreement) and Article 28 (United States Master Agreement).
6. ~~Disputes that cannot be addressed at the above mentioned committee shall be referred to the National Grievance Panel and the Grievance Procedure referred to in the Eastern Canada Car Carriers Master Agreement.~~
7. This memorandum shall be revocable by any party with 30 days notice.

Signed this \_\_\_\_\_ day of June 2009.

Allied Systems

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Cassens Transport Limited

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Teamsters Local Union 449

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Teamsters Local Union 880

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IBT Carhaul Director

Cassens Transport

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Teamsters Local Union 299

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Teamsters Local Union 614

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Teamsters Local Union 938

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