

**Montreal (Quebec)  
CANADA**

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**COLLECTIVE AGREEMENT**

**Between**

**Canada Council of Teamsters**

**And**

**Ceva Logistics Canada ULC**

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## **ARTICLE 1 - OBJECT OF THE AGREEMENT**

### **Section 1.01 - Cooperation**

The parties hereto desire to co-operate in establishing and maintaining proper **and** appropriate conditions suitable to the industry, in order to ensure uniform and equitable terms of employment acceptable both by the Company and the employees, to provide fair and peaceful methods of adjustment for all misunderstandings that could arise between them and to develop goodwill, friendly relations and a better understanding between the parties.

### **Section 1.02 - No Discrimination**

(a) The Company and the Union agree that there will be no discrimination, nor any preference, towards any employee concerning his hiring, salary, terms and conditions of employment because of his race, colour, religion, nationality, language (French or English), age or sex. Moreover, the parties agree that there will be no restriction and no segregation whatsoever in order to deprive any employee of job opportunities because of his race, colour, religion, nationality, language (French or English), age or sex.

The Company and the Union agree not to discriminate against any employee because of his membership or non-membership in the Union or because of his participation or non-participation in any legal union activity under this Collective Agreement.

## **ARTICLE 2 - BARGAINING UNIT**

### **Section 2.01 - Recognition**

The Company recognizes the Union as the sole bargaining agent representing employees mentioned in the certification granted to the Union by the Canada Labour Relations Board, on December 13th, 2002, for the respective categories of employees as specified in the certification.

Moreover, the Union and the Company further recognize that business conditions from time to time require that the Company reallocate product flow, that such reallocation may result in additional facilities necessary to service the Company's customer subject to the above referenced certification, and that such additional facilities servicing the Company's customer fall within the recognition rights of the Union.

### **Section 2.02 - Definition of the Term "Regular Employee"**

The term "regular employee" in this Collective Agreement means any present or future employee as mentioned in Section 2.01 and having completed his probationary period as defined in Section 8.01.

### **Section 2.03 - Definitions of Classifications & Qualifications**

(a) There will be two (2) classifications as follows:

- (1) Material Handler
- (2) Shunter

(b) Definitions of Qualifications

#### **(1) Classification No. 1**

The Company will ensure that all employees assigned to operate a lift truck will receive their competent cards to operate said vehicle.

The Company shall assume all costs related to acquiring a competent card.

The Company will endeavour to respect the definitions as outlined in this Collective Agreement.

**MATERIAL HANDLER CERTIFIED** means an employee certified to operate a lift truck, and whose functions include handling

merchandise, preparing orders, and also includes warehouse work, loading and unloading goods and all related work.

**MATERIAL HANDLER NOT CERTIFIED** means an employee whose functions include handling merchandise, preparing orders, and also include warehouse work, loading and unloading goods and all related work

**(2) Classification No. 2**

**SHUNTER DRIVER** means an employee who can drive all vehicles and who has a AZ or a Class 1 licence when applicable, and whose functions include handling of merchandise, preparing orders, and also includes warehouse work, loading and unloading goods and all related work, and operate a lift truck if certified.

- (c) Only the classifications and qualifications mentioned in Section 2.03 are accepted in this Agreement. The possible addition of new qualifications and classifications will be negotiated between the Company and the Union as per the time limits specified in the Letter of Understanding No. 1.
- (d) Letter of understanding – No. “4”

**Section 2.04 - Alienation or Company Ownership Transfer**

- (a) Total or partial alienation or concession of a Company other than by sale, by order of the Court, does not invalidate any Union certification nor the present Collective Agreement, nor any other application for Union certification, settlement or execution of the present Collective Agreement. Regardless of the division, merger or alteration in the legal structure of the Company, the new Company is bound by the Union certification or the present Collective Agreement as if it were mentioned therein and thereby becomes a party to all procedures related to in the place and stead of the former Company.

- (b)** The Company agrees to advise the Union of the sale of the Company or of any alteration in the control of said Company within fifteen (15) days following the completion of the said sale, the whole without prejudice to any other recourse of the Union.
- (c)** In case of moving the head office and/or moving or adding business places, the Company agrees to advise the Union of this situation within the fifteen (15) days preceding the said moving or addition.
- (d)** The provisions of the present Section 2.04 are totally without prejudice to any other rights and recourses that the Union has or could have either under the provisions of the present Collective Agreement or under any other laws applicable.
- (e)** In the event of the permanent closing of an operation site, the Company and the Union agree to negotiate in good faith with regard to severance benefits for terminated employees.

### **Section 2.05 - Union Activity During Working Hours**

No Union activity will be carried on during working hours but those permitted by the present Collective Agreement.

## **ARTICLE 3 - MUTUAL RIGHTS**

### **Section 3.01 - Company's Rights**

The Union recognizes that the Company has the exclusive right to manage the work force, hire or suspend for just and reasonable cause, promote, demote or transfer any employee and to conduct the business consistent in all respects with its obligations under this Collective Agreement.

The word "exclusive" must not be interpreted as permitting the Company to derogate from its obligations under the present Collective Agreement which it is bound to respect in the exercise of its duties.

**Section 3.02 - No Dismissal Nor Discrimination – Union Activities Permitted**

The Company agrees not to dismiss nor discriminate against any employee because of Union activities permitted under the provisions of the present Collective Agreement.

**Section 3.03 -Actions Beyond Working Hours**

The Company agrees not to take any disciplinary measure against any employee for acts committed outside of his working hours unless the Company proves that these acts are related to its business and that it has suffered serious prejudice as a result thereof.

**Section 3.04 - Not to Discharge or Take - Disciplinary Measures....**

No provision of the present Agreement can, in any case, limit or restrict the Company's right to discharge any of its employees or take disciplinary measures against him for incompetency, dishonesty, dangerous driving, absorption of beer or alcoholic liquors, use of drugs not prescribed by a doctor while at work, appearance on the Company's property while intoxicated, willful insubordination or any other violation of the work rules or for any other reason judged sufficient by the Company to justify such an action. In cases of discharge or discipline, which are subject to the grievance procedure, the burden of proof will devolve upon the Company.

**Section 3.05 - Discipline**

- (a) The Union recognizes the Company's rights to maintain order and discipline and establish or change rules and regulations to be observed by its employees, the whole in conformity with the stipulations of the present Agreement. An employee liable to a suspension or on whose file a disciplinary mention has been added shall be personally notified in writing and a certified copy or fax



shall be sent to the Union. The said notice of the disciplinary mention "for cause" or any other similar mention shall not be set forth as being the reason.

The employee shall sign an acknowledgement of the said notice for the Company. Nevertheless, this signature does not mean that the employee admits the offence but that he has received such notice. In the event that the employee refuses to acknowledge by signing that he has received a notice of discipline, such refusal will not invalidate the notice of discipline. However, the employee who refuses to acknowledge that he has been disciplined shall be suspended

when the steward or his assistant or an official representative of the Union has been notified by the Company. In the event that such suspension extends beyond three (3) days, the employee shall be deemed to have terminated his employment.

The Employer must indicate on each disciplinary notice, being added to the employee's file, the reason or reasons of such letter and/or notice, such as reprimand, reprimand with suspension, discharge, rules of conduct not included in the disciplinary record, sick-leave record, or any other record whatsoever.

- (b) It is understood that the Company will not be permitted to impose more than one (1) sanction to an employee for the same offence. The Company shall remit to the Union and the shop steward, within a reasonable period of time, a copy of each disciplinary measure added to an employee's file.
- (c) The Company agrees to apply consistent disciplinary measures for similar offences as a general rule.
- (d) In cases of suspension, written reprimand or discharge, the Company shall enforce them within ten (10) working days of its knowledge of the incident. In the event the Company does not have sufficient information to reach a decision, it will have the

right to extend such period in order to gather said information. In such a case, the Company shall notify the Union in writing. Furthermore, the Company must inform the Union as soon as its inquiry is completed and decision arrived at; failing to do so will prevent the Company from imposing any disciplinary measure whatsoever.

- (e) A disciplinary record will not for any reason be retained against an employee more than twelve (12) months after its deposit.
- (f) Only disciplinary notices given in accordance with Section 3.05 (a) and (b) may be considered in an employee's record.
- (g) Any employee who is absent without any valid reason shall be liable to disciplinary measures. Furthermore, any absence from work of three (3) consecutive days or more shall be considered as a voluntary termination of employment.
- (h) The procedure described in Section 3.05 shall be compulsory unless there is mutual written consent between the parties.

### **Section 3.06 - Strike, Lockout**

It is mutually agreed that during the term of this Agreement there shall be no:

- (a) Lockout by the Company;
- (b) Strike, work stoppage, plant occupation or slowdown either total or partial, for any reason whatsoever, by the employees or the Union. Any strike, plant occupation, slowdown or work stoppage, either total or partial, shall render the employee(s) involved liable to immediate dismissal.

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## **ARTICLE 4 - UNION SECURITY AND DEDUCTION OF UNION DUES**

### **Section 4.01 - Union Membership**

All present, new, rehired or other employees as defined in Section 2.01 covered by the present Agreement shall, as a condition of employment, become and remain members in good standing of the Union immediately upon completion of a period of four (4) months of work.

### **Section 4.02 - Rand Formula**

Commencing on the first pay and each month following, the Company agrees to deduct monthly from the pay of each employee covered by the present Agreement, the amounts authorized by the Union Constitution and/or Local By-Laws in payment of Union Dues, Initiation Fees and/or Special Assessments, the whole as may be required by the Union.

The Company furthermore agrees to make such changes in the forementioned deductions as advised from time to time by the Union. The Union shall notify the Company in writing three (3) weeks prior to any change in the amounts to be deducted.

### **Section 4.03 - Remittance of Dues to the Union**

The Company shall remit to the Treasurer of the Union, not later than the 15th day of the following month, the amounts deducted according to the dispositions of Section 4.02 by cheque made payable to the Union with the employee list stating the names in alphabetical order, social insurance numbers, amounts deducted and the items for which the said amounts have been deducted. Computer forms shall be accepted by the Union.

If the Company, as a general rule, does not comply with the stipulations of the present Section, any amount of money owing to each Local shall bear interest at the current rate from the 15th day of the following month. The

Company shall also incur all collection fees if the Union has to have recourse to this procedure to collect the money owed to it.

However, in this case, the Union shall give the Company by registered mail, a written notice of at least seven (7) calendar days before having recourse to these collecting procedures.

#### **Section 4.04 - Union Dues of Absent Employees**

- a) If an employee is laid-off or if he does not work for a period of thirty (30) days or more because of a lack of work, illness, work accident or maternity leave he must obtain a withdrawal card, if not, he will have to pay all arrears or, if needed, a new initiation fee when he returns to work. The request for a withdrawal card must be made to the Union within thirty (30) days of the layoff or the lack of work, the illness, the work accident or the maternity leave, parental leave.
- b) If an employee does not ask for a withdrawal card and if he was absent for three (3) complete consecutive calendar months or more, he will pay a re-initiation fee instead of any arrears. At all times however, the employee must pay the Union dues for the month where the absence began and ended.
- c) In the event the Union dues deduction must be made during the vacation period of the employee, the Company must make such deduction from his vacation pay.
- d) The deduction of Union dues arrears or re-initiation must be made from the first pay of the employee following his return to work. However, such deduction must not exceed the equivalent of two (2) months of Union dues (including the current month) every time and if the employee leaves his employment prior to having reimbursed all arrears, the Company must deduct the full amount from the employee's last pay cheque, providing that such pay allows it. Should the Employer not comply with such provision

within thirty (30) days following the return to work of the employee, as provided for in the preceding paragraphs, it will be held responsible for such amounts and it will have to assume the reimbursement to the Union.

#### **Section 4.05 - Authorization to Deduct**

In accordance with Section 4.01, the Company shall request each new or rehired employee covered by this Agreement, on the 1st day of his employment, to sign a Union Membership Card authorizing the Company to make the deductions from his pay in accordance with the provisions of this Article, and the said forms shall be forwarded to the Union office within thirty (30) days thereafter. The Union, upon request, will supply the Company with forms to this effect.

If the Company does not comply with the provision of this Section, it will be held responsible for the said deductions and said amounts shall have to be remitted to the Union in conformity with Section 4.03.

Notwithstanding any other provision of this Agreement, the Union shall have the right to file a grievance for any sums of money and/or interest which is/are due to it, and/or information required and/or any failure to comply with any of the obligations mentioned in Article 4.

#### **Section 4.06 - Indemnity Against Claims**

The Union shall indemnify and hold the Company harmless from all claims, requests, legal actions or any other form of responsibility that might proceed or derive from the Company's action in making the deductions provided for in Sections 4.01, 4.02, 4.03, 4.04 and 4.05. Nevertheless, the Union shall not be bound to compensate or clear the Company if the latter does not respect the provisions of Section 4.05.

**Section 4.07 - Income Tax Form**

The Company agrees to indicate on Provincial and Federal tax forms to employees the amounts paid as Union dues to the Union.

**ARTICLE 5 - SHOP STEWARD**

**Section 5.01 - Right to Appoint Shop Steward**

The Company acknowledges the exclusive right of the Union to appoint a shop steward plus one (1) assistant by work shift to represent the employees. In certain cases, if deemed necessary, the Union shall have the right to name one (1) or more assistants whose responsibility shall be to replace the shop steward when absent.

The Union shall inform the Company, by registered letter, of the name of the shop steward, as well as of his assistant and of any change that might be made indicating the name of the substitute.

The Company shall not be bound to admit as shop steward any employee who has not completed his probationary period and nomination has not been communicated in writing to the Company by the Union.

It is agreed that the steward's duties shall not in any way interfere with his responsibilities as an employee towards the Company and that he shall be held responsible for the same quantity and quality of work as the other employees when not performing his duties as shop steward.

**Section 5.02 - Shop Steward's Seniority**


The shop steward or shop stewards will be considered as the most senior employees only in the following cases: layoff, recall to work, distribution of work, annual revision (warehouseman), overtime, vacation choices, promotion and vacant or additional positions.

### **Section 5.03 - Duties of the Shop Steward**

The duties of the shop stewards shall be limited to and shall not exceed the carrying out of the following duties and activities:

- (a) The shop steward's main function is to ensure the application of the Collective Agreement. This includes the investigation and presentation of grievances, discussion of same, either verbally or in writing, verification of time cards and employees' files relevant to discipline in the case of a grievance.
- (b) Transmission of messages and information authorized by the business agent provided that said messages and information had been condensed in writing and are of a routine nature.

Such messages or information shall imply neither work stoppage, nor slowdown, nor refusal to handle merchandise nor any other interference with the Company's trade or business.

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- (c) A shop steward involved in a discussion relative to the application of the present Agreement or summoned by the Company while performing his duties as shop steward shall be paid his regular rate of salary. If other meetings are necessary between the Company and the shop steward, the parties shall establish the mode of these meetings. Time spent in discussing a grievance as provided in this paragraph shall be included while calculating the regular working day if it falls at the beginning or during the said regular working day.

It is understood that a shop steward shall not file a grievance on the pretext that work has not been provided to him while he was performing his duties as shop steward.

### **Section 5.04 - Limited Authority and Disciplinary Measures**

Shop stewards do not have any authority to call a strike or any other action involving an interruption in the Company's trade or business. The

Company has the right to impose appropriate disciplinary measures including dismissal in the event a shop steward is responsible for a strike, a slowdown or a work stoppage.

### **Section 5.05 - Actions Not Related to his Functions**

More particularly, but without restricting the generality of the foregoing, any action or motion from a shop steward while not performing his duties as shop steward shall not implicate nor bind the Union.

### **Section 5.06 - Absence for Union Activities**

- (a) Union representatives and officers may, at their own expense and not exceeding more than two (2) per Union shop, be absent from work to attend Union meetings provided that a written notice has been sent within a minimum period of seven (7) days by the Union to the Company informing the Company of said absence in order to let it make the necessary adjustments to its schedules. The maximum number of days off allowed under this Section shall not exceed seven (7) consecutive days.

However, during the period of negotiations for the renewal of this Agreement, it is agreed that after the original seven (7) day notice has been given to the Company, the Union shall, if necessary, send another notice for a shorter period in the case of employee members of the bargaining committee insofar as

the said period is to a minimum of at least forty-eight (48) hours. The maximum number of accumulated days off shall be fourteen (14) days, except for absence in respect to negotiations for the renewal of this Agreement and for a member of the Union's Executive Committee which shall be limited to a maximum of thirty (30) days.

- (b) In the event the Union desires that one of its members becomes a business agent, the selected employee shall be entitled to a leave of



absence without pay for the term of his mandate with the Union and he shall keep all his accumulated seniority rights including his absence.

### **Section 5.07 - Bargaining Sessions**

The shop steward may attend all scheduled meetings held in connection with the negotiation of the collective bargaining agreements with the Company.

The shop steward will not suffer any loss of regular pay their then regular shift or benefits by reason of such participation.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

### **Section 6.01 - Grievance**

- (a) Any difference of interpretation or violation of any one of the stipulations or working conditions of this Agreement by the Company or by any one of the employees covered by this Agreement may be considered as a grievance provided the said grievance is filed in writing within ten (10) working days following the knowledge of the facts or decision.
- (b) In the event a grievance is not filed within the delays provided for in the above-mentioned paragraph on the pretence of being unaware of the facts, it shall be the responsibility of the employee to prove that he could not have had knowledge of the said facts.
- (c) When a grievance is presented, it must describe the nature of the said grievance.
- (d) It is understood that any employee shall have the right to insist upon the presence of his shop steward or designated alternate shop

steward when he will be required to present himself before the Company for disciplinary reasons.

- (e) **An** employee who feels that he has been unjustly dismissed shall file his grievance in writing within the five (5) working days following such dismissal commencing at the Third (3rd) Step of the Grievance Procedure.
- (f) Wherever the steward is named in Sections 6.01, 6.02 or 6.03, the Business Representative may accompany him or, if the steward is unavailable, substitute for him.

### **Section 6.02 - First (1st) Step**

- (a) The affected employee or employees, who may be accompanied by the shop steward, shall discuss the grievance with the immediate supervisor.

Failing settlement, the grievance must be submitted in writing and signed by the grievor as provided in Section 6.01. The immediate supervisor shall record his decision in writing within three (3) working days of receipt of the signed grievance and shall provide a copy of such decision to the grievor, the Union and the steward.

- (b) When a shop steward presents the Company with a grievance, the Company will give the Union all documents regarding the grievance.

### **Section 6.03 - Second (2nd) Step**

Failing settlement at the First (1st) Step, the signed written grievance may be submitted to the Contract Manager within three (3) working days of the written decision at the First (1st) Step. In such a case, the Contract Manager will arrange a meeting with the employee and/or the steward within five (5) working days of receipt of the grievance under this step

and the Contract Manager will render his decision in writing within three (3) working days of the meeting under this step.

### **Section 6.04 - Third (3rd) Step**

Failing settlement at the Second (2nd) Step, the signed written grievance may be submitted to the General Manager or his designate within three (3) working days of the written decision at the Second (2nd) Step. In such a case, the General Manager or his designate will arrange a meeting with the employee and/or the steward and the General Manager or his designate will render his decision in writing.

Except by mutual agreement between the Union and the Company providing for an extension of time limits, the Third (3rd) Step must be completed within ten (10) working days from the date the grievance was submitted under this step.

### **Section 6.05 - Procedure for Arbitration**

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

- (a) An employee grievance, within twenty-one (21) calendar days after the Third (3rd) Step decision;
- (b) A Company grievance, within twenty-one (21) calendar days after the meeting with the Union representative;
- (c) A Union grievance, within twenty-one (21) calendar days after the meeting with the Company's representative.

A notice of intent to arbitrate under the foregoing provision shall contain the aggrieved party's suggestions as to a neutral person to act as an arbitrator and within ten (10) calendar days from the receipt of the notice of intent to arbitrate, the other party must in turn propose a neutral person to act as an arbitrator. Should either party fail to

propose an arbitrator within the required ten (10) calendar days or should the parties fail to agree on an arbitrator within thirty (30) calendar days, either party may request the Federal Minister of Labour to make the appropriate appointment.

### **Section 6.06 - Final Decision**

The Arbitrator's decision shall be final and executory and shall bind the parties.

### **Section 6.07 - Arbitrator's Power**

To render a decision, the Arbitrator is bound by the provisions of the present Agreement and has no right to amend, change, modify or add any section or article in the present Agreement or render any

decision contrary or inconsistent with its dispositions or to award damages not specifically provided for in this Agreement.

### **Section 6.08 - Arbitrator's Fee**

The arbitrator's fee will be assumed equally by both parties.

### **Section 6.09 - Reimbursement**

When an arbitration decision implies a reimbursement, the latter shall be made on a separate cheque following the reception of the said decision.

### **Section 6.10 - Grievance Alleging Violation of this Agreement**

Notwithstanding Section 6.01, the Company and the Union shall have the right to file a grievance alleging violation of any terms of this Agreement.

**Section 6.11 - No Agreement with Employees Which Conflicts with the Agreement**

It is agreed that neither party to this Agreement shall enter into any Agreement or Contract with employees which conflicts with the terms and provisions of this Agreement.

**ARTICLE 7 - DISMISSAL**

**Section 7.01 - Severance Pay**

Any dismissed employee shall, within the ten (10) working days-following the date of his dismissal, receive wholly wages owed to him by the Company including earned vacation pay, if any.

**Section 7.02 - Acceptance of his Pay Shall not Cause Prejudice**

Acceptance by an employee of his termination notice and/or his severance pay shall not cause him prejudice when presenting a grievance based on unjust discharge (within the period prescribed in Article 6).

**Section 7.03 - Reinstatement of an Unjustly Discharged Employee**

Except in the case of legal contestation by the Company, any employee declared unjustly discharged during the arbitration shall be reinstated in his job with or without retroactive compensation according to the arbitrator's decision.

In cases of dismissal, the arbitrator shall have the right to annul said dismissal or to reduce it to a suspension if he judges that a dismissal is too severe. In cases of suspension, the arbitrator shall have the right, if he judges that the term of the suspension is too severe, to reduce or annul it.

**Section 7.04 - Voluntary Termination - Dismissal – Submitted in Writing**

In the case of a voluntary termination of employment by an employee or a dismissal, the termination of employment or the dismissal shall not be official unless submitted in writing.

**ARTICLE 8 - SENIORITY**

**Section 8.01 - Probationary Period**

- (a) All new employees shall be considered on probation for the first four (4) months from their date of hire, at the completion of which period the employees shall be entitled to all rights and privileges under this Agreement.
- (b) There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off or discharged during the probationary period.

**Section 8.02 - General Seniority Rights**

The seniority of employees governed by this Agreement shall be established from the date of their last hiring but shall be effective only after completion of four (4) months probationary period.

For the purpose of this Agreement, the hiring date shall be the date of the first working day of the employee.

**Section 8.03 - Loss of Seniority Rights**

The seniority of any employee governed by this Agreement shall cease for the following reasons:

- (a) voluntary separation;

- (b) discharge for cause;
- (c) lack of work or layoff for a period exceeding twelve (12) months in the case of an employee having less than one (1) year of seniority at date of layoff;
- (d) lack of work or layoff for a period exceeding eighteen (18) months in the case of an employee having one (1) year or more of seniority at date of layoff;
- (e) failure to reply to a recall notice as specified in Section 8.06;

#### **Section 8.04 - Seniority List and Posting**

- (a) The Company shall post on the Union bulletin board a list specifying the names of all the employees covered by the present Agreement, their hiring date and their seniority date. Said list shall be revised every six (6) months in order to keep it clean and up-to-date. A copy of the said list shall be sent to the Union.
- (b) The list shall be considered **as** official and permanent and any request for correction of said list shall be made in writing within the thirty (30) calendar days following its posting and this, without any retroactive compensation. Afterwards, no claim will be considered.
- (c) Names of new employees shall be added to the seniority list at the end of their probationary period and they will have thirty (30) days to request a correction and this without retroactive compensation.
- (d) In the event of hiring two (2) employees on the same day, the seniority date ranking shall be established by random draw.

### **Section 8.05 - General Seniority Rules**

The purpose of the seniority rules is to establish a policy governing layoff, recall after a layoff, promotion and assignment of daily work. in each location.

Each location shall-operate with only one seniority list.

### **Section 8.06 - Layoff and Recall**

In cases of layoff, the last hired employee shall be the first one to be laid off and the last one laid off shall be the first one to be recalled to work inasmuch as he is qualified to perform the required work.

As soon as there is a lack of work for any reason whatsoever apt to cause a layoff, each employee has the right to use his general seniority right to bump the junior employee inasmuch as he is qualified to perform the required work.

### **Section 8.07 - Delay to Respond to a Notice of Recall After a Layoff**

In the event of the recall of a laid off employee, the Company shall give him a notice of recall by telegram or registered mail sent to his last known address. After delivery to the said address of the notice of recall, the employee shall notify the Company of his intent to return to work. If the employee has been laid off for a period of more than thirty (30) calendar days, he shall notify the Company of his intent to return to work within the following two (2) working days. He will be allowed five (5) working days to report to work, including the two (2) working days notice.

If the layoff is less than thirty (30) calendar days but more than three (3) working days, the employee shall be allowed one (1) working day to notify the Company and one (1) additional working day to report to work.

If the layoff is of three (3) working days or less, the employee is on call; when placing the phone call, should the Company get no answer, it shall



be witnessed by the shop steward, his assistant or by any other employee covered by this Agreement. From there on, such employee will lose his right to work for that day, should he fail to answer his phone.

In the event the employee fails to answer the notice of recall as stipulated in paragraphs 1 and 2 of the present Article, he shall be considered as having voluntarily renounced to his rights except if he has been prevented from doing so by justifiable reasons in such a case, the burden of proof will devolve upon him.

## **ARTICLE 9 - LEAVE OF ABSENCE**

### **Section 9.01 - Absence for Funeral**

In the event of the death of his spouse, father, foster father, mother, foster mother, child, adoptive child, brother, sister, father-in-law or mother-in-law, the employee shall be entitled to a three (3) day funeral leave without loss of salary to allow him time to assist his family in the bereavement period.

At the employee's request, this funeral leave can be extended to five (5) days, the two (2) additional days being without pay.

In the event of the death of his grandmother, grandfather, brother-in-law or sister-in-law, the employee shall be entitled to a maximum of three (3) days funeral leave, including one (1) day with pay, to allow him time to assist his family in the bereavement period.

For the purposes of this Article, the word "spouse" means the man and the woman who:

- (a) are married and live together, or
- (b) live maritally together since one (1) year and are publicly represented as husband and wife, more specifically by a written declaration to the Company;

(c) the existence of a spouse excludes any other spouse.

### **Section 9.02 - Leave for a Child's Birth**

(a) **An** employee may be absent from work for five (5) days at the birth of his child or the adoption of a child. The one (1) day of absence shall be remunerated if the employee is credited with four (4) months.

This leave may be divided into days at the request of the employee. It may not be taken more than fifteen (15) days after the child arrives at the residence of his father or mother.

The employee must advise his employer of his absence as soon as possible.

However, an employee who adopts the child of his consort, may be absent from work for only one (1) day, without pay.

(b) Pregnant woman shall be entitled to maternity leave benefits in accordance with the eligibility requirements of the Canadian Labour Code, as amended from time to time.

(c) A parent of a natural born or adopted child shall be entitled to parental leave benefits in accordance with eligibility requirements of the Canadian Labour Code, as amended from time to time.

### **Section 9.03 - Maximum Duration of Leave of Absence Outside the Bargaining Unit**

90 Day Leave of Absence for a management position to read as follows:

When an employee within the bargaining unit covered by this Agreement receives a leave of absence in writing with a copy to the Union to take a

position within the Company, which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of ninety (90) calendar days within the bargaining unit.

The starting date of such an appointment shall be posted in the Union board. Notice shall be given to the Union in writing prior to the employee leaving the bargaining unit for any period of time. During this leave of absence such employee shall continue to be covered by the Health and Welfare and the Pension Plans as provided in this Agreement.

Employees who have been granted such a leave of absence must remain a member of the Union and be covered under all benefits of the collective agreement but shall not perform any duties covered by the bargaining unit.

Not later than on the ninetieth (90) calendar day of this period, the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising such privilege again.

#### **Section 9.04 - Seniority Rights During a Leave of Absence**

- (a) It is mutually agreed that the period of time while an employee is on a leave of absence shall be fully included in his seniority rights.
- (b) A leave of absence in excess of thirty (30) calendar days or an extension to an existing leave that will exceed in total thirty (30) calendar days will not be granted until a request for same is submitted in writing to both the Local Union and the Company, and is mutually agreed upon in writing.

#### **Section 9.05 - Absence for Family Emergency**

A full-time employee may be absent from work for up to a maximum of five (5) days per calendar year without pay for family reasons such as,

sickness, medical/dental visit and other serious family responsibilities and extraordinary school events. All left days cannot be transferred to the following year.

## **ARTICLE 10 - STATUTORY HOLIDAYS**

### **Section 10.01 - Listing**

The following days will be considered as paid legal statutory holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day - July 1st	Boxing Day
St. Jean Baptiste Day	(Quebec only)
Heritage Day/Civic Day	(Excluding Quebec)

An additional holiday, deemed to be a floating holiday, to be observed in year 2006 and in each contract year there after and shall be taken on a day that is mutually agreed between the employee and the Company.

Another additional holiday, deemed to be a floating holiday, to be observed in year 2008 and in each contract year there after and shall be taken on a day that is mutually agreed between the employee and the Company.

In the event that a holiday falls outside the normal work week, the Company will assign such holiday to the working day immediately preceding or following such holiday unless a Government Authority otherwise proclaims or there is a written agreement between the Company and the Union to observe the holiday on another date.

When a holiday falls on Tuesday, Wednesday or Thursday, it may be observed either on Monday or Friday, preceding or following said holiday and this, with the consent of both the Union and the Company.

A paid holiday may be changed or observed on another working day provided that both the Company and the Union agree. An agreement from the Union means the presentation of a petition signed by a majority of employees (50% plus one) countersigned and presented by the shop steward or his assistant.

### **Section 10.02 - Payment for Statutory Holidays**

Regular employees shall be paid their regular rate of pay for all regular working hours for each statutory holiday specified in Article 10, Section 10.01 even if they do not work and notwithstanding on which week day such holiday falls.

Any employee working on a legal statutory holiday as specified in Article 10, Section 10.01 shall be paid one and onehalf times his regular rate of pay for all hours worked, with a minimum of for (4) consecutive hours as provided for in Article 20, Section 20.02, sub-section (b).

### **Section 10.03 - Regular Employees Pay for Statutory Holidays**

Each regular employee shall be paid for each statutory holiday as long as:

- (a) He has been at the Company's service for a period of thirty (30) calendar days and he has worked one (1) day during the thirty (30) calendar days preceding said holiday.
  
- (b) He has been available for work on the shift preceding and following the statutory holiday.

### **Section 10.04 - Employees In Probation - Pay for Statutory Holidays**

Subject to satisfying the eligibility requirements provided for in Clause 10.03:

Payment for a holiday to a employee in probation will be based on 1/20 of his regular hours worked during the four (4) pay weeks preceding the day that payroll is calculated for the week wherein the general holiday occurs up to a maximum of seven and a half (7.5) hours.

### **Section 10.05 - Unavailable - Paid if Meet the Requirements**

Employees who, for a major reason, are not available on the day preceding or following a statutory holiday, shall be paid for such statutory holiday as long as they meet the requirements of Article 10, Section 10.03 or Section 10.04. The burden of proof will devolve upon the employee and he shall supply the Company with this proof within the five (5) working days following such statutory holiday.

### **Section 10.06 - Statutory Holiday During Employee's Vacation**

In the event one or more paid statutory holidays fall during an employee's vacation period, he shall, as an extension to his vacation, receive one (1) additional vacation day for each holiday.

There shall be an agreement with the Company as to whether such days are taken at the beginning or the end of the employee's vacation.

## **ARTICLE 11 - PAID VACATIONS**

### **Section 11.01 - Employees With Less Than One (1) Year of Service**

Any employee who has not completed one (1) year of continuous service with the Company by December 31st shall in the following calendar year be granted one (1) day of paid vacation per month of continuous service completed by December 31st up to a maximum of ten (10) days. Vacation Pay shall be four percent (4%) of the employee's total earnings from the date of his hiring to December 31st of the previous year.

### **Section 11.02 - Eligibility and Payment for Vacations**

- (a) Any employee who has completed one (1) year of continuous service with the Company by December 31st shall in the following calendar year be entitled to two (2) weeks vacation with pay at the rate of four percent (4%) of his total earnings including Vacation Pay in the previous calendar year.
- (b) Any employee who has completed five (5) years of continuous service with the Company by December 31st shall in the following calendar year be entitled to three (3) weeks vacation with pay at the rate of six percent (6%) of his total earnings including Vacation Pay in the previous calendar year.
- (c) Any employee who has completed fifteen (15) years of continuous service with the Company by December 31st 2004 shall in the following calendar year be entitled to four (4) weeks vacation with pay at the rate of eight percent (8%) of his total earnings including Vacation Pay in the previous calendar year.

### **Section 11.03 - Vacations According to Seniority**

- (a) Vacations chosen by the employees according to their seniority shall be granted at the date selected.
- (b) Vacations must be taken during the calendar year following entitlement.
- (c) The first two (2) consecutive weeks of vacations may be taken during the months of June, July, August and September. However, if too many employees choose their two (2) consecutive weeks in the same period, the Company will have the right to ask employees, according to their seniority, to choose another period during such months.

Company will consider additional weeks if available in the schedule and subject to the efficient operation of the facilities.

- (d) According to the employee's seniority, the third (3rd) and fourth (4th) vacation weeks shall be taken separately or consecutively at a time other than during the summer months. However, if too many employees in the same classification choose such weeks during the same period, the Company shall have the right to ask employees, according to their seniority, to choose another period.
- (e) As of the 15<sup>th</sup> of February of each year, the Company shall post, for a period of thirty (30) days, a list in order that all employees can choose their vacations.
- (f) It is furthermore understood that the final vacation schedule shall be posted by the Company not later than April 1<sup>st</sup> of each year.

The Union agrees it shall be the responsibility of the employee to be prepared to commit to his/her vacation selection as it relates to the above time period.

- (g) In the event that an employee does not make his choice known during the above period of time, he will not be able to use his seniority to claim a specific vacation period but he shall accept available periods.
- (h) If an employee obtains permission from the Company not to take his vacations at the time chosen by him, he shall afterwards choose another available period without interfering with any other employee's chosen period.



- (i) If, at the time of taking his vacation, **an** employee is absent from work, either due to an accident or sickness, he shall choose another vacation period with the mutual agreement of the Company.

#### **Section 11.04 - More than Three Weeks – May Received Payment**

In the event that an employee is entitled to more than three (3) weeks vacation, he may receive payment for the weeks' vacation in excess of three (3) without taking the time off provided the employee and the Company agree.

#### **Section 11.05 - Calculation of the Vacation Period**

In calculating the total period of employment required for an employee to qualify for all paid vacations, periods of layoff up to a maximum of twelve (12) months, as the case may be, and leaves of absence, except as provided for in Section 5.06 (b) concerning business agents, shall be included and considered as being part of the actual period of employment provided the employee has completed one (1) year of service.

#### **Section 11.06 - Payment for Vacations on Termination of Employment**

- (a) When an employees leaves on vacation, voluntarily quits his employment, or is dismissed for any reason whatsoever, he shall receive as vacation or severance pay, four, six, eight percent (4%, 6%, or 8%) according to his eligibility as of December 31st of the previous year.
- (b) Vacation pay shall be paid on the regular pay day but severe disciplinary measures shall be taken against **an** employee who, without good reason, does not report to work as usual between receipt of his pay and his departure on vacation.

## **ARTICLE 12 - HOURS OF WORK**

### **Section 12.01 - Regular Work Week**

The regular work week for all employee shall be of thirty seven and a half (37.5) hours divided in five (5) consecutive days and the regular work day shall be of seven and a half (7.5) hours. Overtime shall not be included in the calculation of the regular work week.

In the event that the Company elects to implement a forty (40) hours work week or a four (4) day, ten (10) hours shift, the Company and the Union will negotiate the effect of the modification.

### **Section 12.02 - Payment for Work Performed on Saturday and Sunday**

- (a) Any work performed on the sixth (6) day of a regular work week without exception shall be paid at time and one-half.
- (b) Any work performed on the seventh (7) day of a regular work week without exception shall be paid at double time.

### **Section 12.03 - Evening/Night Premium**

The Company agrees to pay actual warehousemen and shunters a premium of eighty-nine cents (\$0.89) for all hours worked on the second shift and a premium of one dollar and one cents (\$1.01) per hour for all hours worked on the third shift.

Regular employees hired after January 18<sup>th</sup>, 2004 will received a premium of fifty five cents (\$0.55) for all hours worked on the second shift and a

premium of seventy five cents (\$0.75) for all hours worked on the third shift.

### **Section 12.04 - Overtime**

Any work performed in excess of eight (8) hours in a day or forty hours in a week shall be considered as overtime and shall be paid at the rate of time and one-half of the employee's regular rate. Such overtime shall be paid time and one-half up to four (4) hours inclusively and after that the employee shall be paid at double time.

### **Section 12.05 - Distribution by Seniority of Overtime Work Started After the Regular Work Day**

- (a) In the distribution of overtime work on a voluntary basis, the seniority within the classification shall prevail provided that the employee is available and qualified to perform the work required. At the beginning of each month, the Company shall post a list in order that any employee desiring, on a voluntary basis, to work overtime other than the continuation of the work performed during the regular day, and also for the sixth (6th) and seventh (7th) day and or any holidays can inscribe his name. It is understood that **an** employee who does not inscribe his name on the list shall not have the right to claim such overtime. Addition and/or deletion could be made to said list with just cause.
- (b) Overtime will be forced in reverse order of seniority on shift, starting with the most junior qualified employee once any employees who have voluntarily signed the list as set out in (a) have been given the opportunity to work such overtime.

**ARTICLE 13 - WAGE RATES**

**Section 13.01 a) – New Hire Employee Wage Grid**

	<b>Present Rate</b>	<b>January 18<sup>th</sup> 2009</b>	<b>January 18<sup>th</sup> 2010</b>	<b>January 18<sup>th</sup> 2011</b>	<b>January 18<sup>th</sup> 2012</b>
<b>Vancouver</b>	\$ 14.75	\$ 14.75	\$ 14.90	\$ 15.20	\$ 15.50
<b>Winnipeg</b>	\$ 12.25	\$ 12.25	\$ 12.37	\$ 12.62	\$ 12.87
<b>London</b>	\$ 12.25	\$ 12.25	\$ 12.37	\$ 12.62	\$ 12.87
<b>Montreal</b>	\$ 12.25	\$ 12.25	\$ 12.37	\$ 12.62	\$ 12.87
<b>Edmonton</b>	\$ 19.00	\$ 19.00	\$ 19.00	\$ 19.00	\$ 19.00

New hires start at the above wage rate and upon completion of one (1) year seniority would then be compensated according to the regular wage rate grid.

**Section 13.01 b) – Regular Employees Wage Grid**

	<b>Present Rate</b>	<b>January 18<sup>th</sup> 2009</b>	<b>January 18<sup>th</sup> 2010</b>	<b>January 18<sup>th</sup> 2011</b>	<b>January 18<sup>th</sup> 2012</b>
<b>Vancouver</b>	\$ 15.75	\$ 15.75	\$ 15.91	\$ 16.23	\$ 16.55
<b>Winnipeg</b>	\$ 14.65	\$ 14.65	\$ 14.80	\$ 15.28	\$ 16.27
<b>London</b>	\$ 14.35	\$ 14.35	\$ 14.49	\$ 15.22	\$ 16.55
<b>Montreal</b>	\$ 14.65	\$ 14.65	\$ 14.80	\$ 15.28	\$ 16.55
<b>Montreal-Shunt</b>	\$ 17.90	\$ 17.90	\$ 18.08	\$ 18.44	\$ 18.81
<b>Montreal-Maintenance</b>	\$ 18.90	\$ 18.90	\$ 19.09	\$ 19.47	\$ 19.86
<b>Edmonton</b>	\$ 19.50	\$ 19.50	\$ 19.70	\$ 20.09	\$ 20.49

Employees stay at their present rate until January 18<sup>th</sup>, 2010.

All full-time permanent employees (on the seniority list) will receive a one time, lump sum signing bonus of \$250.00 payable upon ratification and signing of the collective bargaining agreement.

### **Section 13.02 - Maintenance of Acquired Rights**

Any employee receiving higher rates than the ones provided in the preceding Collective Agreement shall continue to profit by such difference during the term of the present Agreement and the Company may, at its discretion, pay an employee at a higher rate than the one required by his classification.

Individual working conditions presently existing and superior to this Agreement shall remain in force.

### **Section 13.03 - Maintenance of Rates**

Employees temporarily changed for one day or more from their regular work to other work for which the specified rate is higher shall receive the higher rate for all the time they performed such temporary work. However, any regular employee required to work temporarily on lesser paying work shall not suffer any reduction in rate.

### **Section 13.04 - Lead Hand Position**

A lead hand means an employee performing work (checker/loader) and directing other employee's work. He will not have any power to hire, dismiss, suspend or otherwise discipline other employees. Moreover, he must be a member of the bargaining unit. When management finds it necessary to appoint lead hands, a notice of tender shall be posted and the lead hand shall be chosen according to his qualifications and seniority. Subject to management discretion, it will be the sole responsibility of the employer to make the final choice. It is furthermore understood that the difference of salary for lead hands shall be fifty cents (\$0.50) per hour over his classification.

Please take note that a lead hand using his seniority right to go to a preferential shift will not be able to displace the lead hand on that shift except if he is absent. This means that he will lose his lead hand responsibilities and his shift premium until he returns on his regular shift.

The Company has the right to cancel the position of lead hand with one week notice until the work volume justifies reinstating this position.

The lead hand position "bid" will be posted once a year with the annual job bids.

## **ARTICLE 14 - EQUIPMENT**

### **Section 14.01 - Joint Responsibility**

It is best for the Company and the employees to operate only vehicles and/or mechanical, hydraulic and electrical pieces of equipment that are in safe operating conditions and equipped with the safety appliances as required by the Law.

No disciplinary measure and no loss of salary shall be suffered by an employee who refuses to drive a defective vehicle unless such refusal is unjustified.

### **Section 14.02 - Employee's Responsibility**

- (a) It is the employee's duty and entire responsibility to promptly report in writing to the Company on a form supplied by the latter all defects in equipment. The Company will maintain a report system. It devolves upon the Company to maintain all vehicles in good and safe running order according to the disposition provided for in the regulations.
  
- (b) Any employee who fails to report a defect in his equipment when returning it at the end of the day may be liable to severe disciplinary measures.

### **Section 14.03 - Company's Responsibility**

- (a) The responsibility for all decisions concerning the running order of the vehicles and the operating order of the mechanical, hydraulic and electrical pieces of equipment shall rest with the Company's qualified mechanic.
- (b) It will be the Company's duty and responsibility to maintain all vehicles in safe running order according to the regulations.

### **Section 14.04 - Protective Equipment**

The Company will maintain in good order all protective equipment required.

The Company, as required, will comply with safety legislation imposed on it by the Federal Government.

The Company will provide one (1) pair of safety shoes every contractual year. The safety shoes will be CSA Standard approved.

The Company will continue to provide safety vests, safety glasses and work gloves.

## **ARTICLE 15 - CASUAL HELP - WAREHOUSE**

### **Section 15.01 - Definition of a Casual**

Casual help is defined as a person(s) employed by the Employer or engaged through an agency as needed by the Employer, or to fill an absence created by a warehouse employee who is absent from work for any reason.

### **Section 15.02 - Notification of Absence**

Employees who are absent must give the Employer two (2) hours notice in advance of the scheduled time for this Article to apply. In the event of such notice, the Employer will make one (1) offer to the most senior available employee who has the necessary skill and qualifications to do the work, before using a casual help. This shall not trigger any overtime or premium payments.

### **Section 15.03 - In Case of Lay Off**

Lay off warehouse employee who have the skill and qualifications to do the work shall be given the first opportunity for casual work.

### **Section 15.04 - Casual Time Card**

All casuals shall be required to punch a time card. Casuals' time cards will be made available upon request from the steward and/or business representative of Teamsters Local involved.

### **Section 15.05 - Casual Union Dues**

The Employer shall deduct from all casuals from their first pay after thirty (30) calendar days of employment and each month thereafter an amount equal to the Union monthly dues and such monies shall be forwarded to the appropriate Local Union as outlined in Article 4, and the Employer shall indicate "casual" on the check off form. In the event the Employer utilizes casual employees by outside agencies the Employer shall remit an amount equal to the union monthly dues with respect to all such, persons.

### **Section 15.06 - Casual Rights**

Apart from the provision of this Article, casual help is not subject to the terms and conditions of the Collective Agreement.



**Section 15.07 - Maximum Time for Use of a Casual**

The Employer agrees that it will use casual labour person for a maximum of four (4) months of work. Once the casual labourer has reach the four (4) months of work the casual labour person will be automatically entered on the rolls as a Ceva Logistics Canada ULC. employee and will join the Union as per Section 4 of the Agreement.

**ARTICLE 16 - UNION BULLETIN BOARD PRIVILEGES**

**Section 16.01 - Bulletin Board**

The Company agrees to supply the Union with a bulletin board in a conspicuous position on which only the Union will be entitled to post.

**ARTICLE 17 - BUSINESS AGENT**

**Section 17.01 - Permission to Enter Employer's Premises**

Any permanent Union representative will be allowed to enter the Company's premises inasmuch as he does not interfere with the regular operations. Such business agent must advise the Company of his presence.

**ARTICLE 18 - MEDICAL EXAMINATION**

**Section 18.01 - Company's Right to Require a Medical Examination**

The Company, at its expense, will have the right to require an employee to submit to a medical examination. The employee will have to be informed of the result of such medical examination. If the Union deems that the result of such examination is causing prejudice to the employee, it will have the right, at its own expense, to have the employee re-examined by its physician or if the physician is chosen by the employee, it will be at the latter's expense. In the case of a conflict between the two (2) physicians'

reports, another neutral physician shall be chosen by the parties and his final report shall be considered as executory. The latter's expenses will be paid by the Insurer.

### **Section 18.02 - Time Allowed for Medical Examination**

The Company reserves the right to schedule appointments for medical examinations outside working hours. However, should the Company schedule an appointment during the employee's regular shift or regular working hours, the employee shall then be reimbursed at his regular hourly rate for all time spent for said medical examination.

### **Section 18.03 - Employee's Pay During Medical Examination Following Work Accident**

Any employee who has been physically injured while on duty shall be paid his regular hourly rate up to a day's wages for all time spent for the medical examination provided that such employee is not paid by the Workmen's Compensation Commission for the day during which such accident occurred.

## **ARTICLE 19 - HEALTH AND WELFARE PLAN**

### **Section 19.01 - PREMIUM**

Unless otherwise modified in writing by the Company and the Union on April 1, 2004 the Company will pay an amount of one hundred and eighty dollars (\$180) per month plus taxes for every non-probationary employees eligible as a health and welfare premium for the duration of the Collective Agreement. The said amount will be paid by the Company to the current insurance company established in each Local Union. In order to qualify for the benefit payment by the Company, the employee must work one day in the month for which payment is provided.

Employees become eligible after completing their probationary period as specific in Section 8.01 of the present Collective Agreement. Employees' adherence to the insurance plan is compulsory.

### **Section 19.02 - Clerical Administration**

The Employer undertakes to prepare the monthly reports of contribution and to remit the amounts within the times agreed upon by the insurance Company and the Company.

The monthly insurance contribution are payable to the Local Union Insurance Company and the Employer undertakes to remit same according to its instructions.

### **Section 19.03 - Unemployment Contributions Reduction**

The Employer has the right to keep the full contributions' reduction granted by the Unemployment Insurance.

### **Section 19.04 - Remittance of Documents and Information**

The Employer undertakes to remit to the committee selected by the parties, within the delays prescribed by said committee, all documents and information of any use to the good administration of the Collective Insurance Plan.

## **ARTICLE 20 - GENERAL WORKING CONDITIONS**

### **Section 20.01 - Payment from their Arrival to Work**

All employees covered by this Agreement shall be paid their regular hourly rate from the time they report to work as requested by the Company and such time shall be considered as being part of the regular working shift and shall be paid in conformity with the applicable hourly rates. This paragraph shall not be interpreted so as to relieve the Company from its obligations as set out in Section 20.02.

**Section 20.02 - Minimum Pay for Employees Requested to Report to Work**

- (a) Except in cases when a fortuitous event or emergency situation prevents the operations or unless a notice to the contrary is given to the employee by the Company or its representative to the effect that the employee does not have to report to work, any employee governed by this Agreement shall receive a minimum of four (4) consecutive hours paid at his regular rate when he is requested to report to work during the regular work week. However, where the employee has no more work to perform within his priority or secondary qualification and wishes to leave work, only the hours actually worked will be paid and the employee must sign his time card to that effect. If the employee wishes to complete his daily guarantee and the Company has no work within his priority or secondary qualification, the Company may assign the employee any other work covered by this Collective Agreement when the Company judges the employee qualified to perform such work.
- (b) With regard to overtime on sixth (6th) and seventh (7th) day—or on holidays, the guarantee shall be four (4) consecutive hours per day.
- (c) When there is snow storm forecasted or snow storm in progress, the employee shall in the morning before reporting to work call the Company to determine if there is work as it was scheduled the previous day. If, in such a case, the Company decides not to perform the work, the employee shall not report work and shall not be paid.

If there is no answer, the employee shall not have to report for work and he shall not be paid.

- (d) In the case of a power failure during working hours, the Company will pay all employees required to remain at work their regular hourly rate with a minimum of four (4) hours of pay. The Company may require employees affected by the power failure to work

additional hours at the end of power failure. These additional hours may be up to the number of hours the employee was affected by the power failure and will be paid at their regular hourly rate.

It is understood that should a power failure occur, the Company will make a reasonable effort to contact employees before they report for their regular shift. This attempt may be witnessed by a member of the bargaining unit if one is available.

### **Section 20.03 - Recall**

Any employee, who is called back to work after having completed his regular working shift, shall receive a minimum of two (2) hours paid at the rate of time and one-half his regular rate. For the purposes of this clause, a recall arises when the employee has completed his working day and has left the premises.

### **Section 20.04 - Time for Meals**

Each normal work day, around the middle of the shift, each employee is entitled to an unpaid meal period. The Company shall determine the duration of such period which shall not be less than thirty (30) minutes, nor longer than sixty (60) minutes and must be taken, as the case may be, in the middle of the shift. **An** exception may be made in the event of emergency scheduling requirements.

### **Section 20.05 - Sanitary Facilities**

The Company shall maintain its sanitary facilities, kitchenettes where meals can be eaten and a suitable restroom where the employees can await work. These places shall be kept clean and sanitary and it is understood that the strictest disciplinary measures may be taken against any employee who misuses either kitchenettes or toilet facilities.

If the Union is of the opinion that the sanitary facilities in a shop are not adequate, a committee shall be formed to discuss the problem and settle it, the whole subject to the grievance procedure.

### **Section 20.06 - Time Clock**

The Company will maintain the Kronos time recording system, which is presently operated by the employees.

### **Section 20.07 - Time Allowed for Voting**

Any employee entitled to vote shall be allowed, without loss of wages at his regular rate as provided for in Section 13.01, the necessary time off provided for by Law or municipal, provincial and/or federal voting days in order to exercise his voting right. It is agreed that whatever are the circumstances, the employee will be allowed his full daily guarantee which means the same number of hours as his regular working day.

### **Section 20.08 - Rest Period**

All employees working four (4) hours or more or any other worker for whom the Union is certified and who are covered by this Agreement shall be entitled to a paid rest period of fifteen (15) minutes during his first four (4) hours of work and shall be entitled to a second paid rest period of fifteen (15) minutes during his second four (4) hours of work.

### **Section 20.09 - Payday**

The present method of payment in effect at the time of signing this Agreement shall remain in effect for the duration of this Agreement unless changed by mutual agreement.

The Company shall supply each employee with a detailed statement of his weekly salary and of all deductions made indicating the items of such deductions.

Shortages on the pay shall be paid in the pay for the next full pay period. However, any shortage exceeding **fifty** dollars (\$50.00) shall be paid the following day.

Unless duly authorized by the employee, the Company shall not have the right for any reason whatsoever, to deduct money from an employee's pay or to change his time, except for court order or legal seizure.

The Company shall not have the right, for any reason whatsoever, to hold back the employees' pay.

### **Section 20.10 - Decent Language**

- (a) The Company and the employees, in their relations with one another and with the clients and the public, shall at all times, use polite and decent language.
- (b) The parties agree to collaborate in order to rapidly correct any situation in which unpolite language is brought to their attention.

### **Section 20.11 - No Individual Change Without the Union Consent**

Any future, verbal or written changes in the present Collective Agreement entered into by the Company and an individual member or a group of employees shall be considered as null unless such changes have been approved in writing by the President of the Union or the Vice President or a member of the Executive or a Business Agent only.

In the event of any violation of this clause the Union will have the right to the Grievance Procedure without being limited by the time limits provided in Article 6.

### **Section 20.12 - Titles and Sub-titles for Reference Only**

All titles and sub-titles in the present Collective Agreement shall be used for reference only and must not affect its interpretation.

### **Section 20.13 - Gender and Number**

In the present Agreement, the singular shall be considered as the plural and vice-versa. The masculine gender shall be considered as the feminine gender and vice-versa as the context may require.

### **Section 20.14 - Nullity of a Particular Article Shall Not Affect the Whole Collective Agreement**

- (a) The nullity or invalidity of a Article or a particular Section of this Agreement shall not invalidate the remainder of this Collective Agreement.
- (b) Any provision of this Collective Agreement that is or becomes in contradiction with present or future federal or provincial laws, orders in Council, or decrees emanating from any municipal, provincial or federal government agencies with jurisdiction in such cases shall automatically become null and void. In such circumstances, the affected Article(s) shall be modified in conformity with such laws.

### **Section 20.15 - Jury Duty**

If an employee is required to serve as a juror in any court of law or is subpoenaed to attend a court of law as a crown witness the employee shall be protected against loss of regular straight time pay for scheduled hours to a maximum of seven and a half (7.5) hours per day, for twenty (20) consecutive working days in a calendar year, provided that the employes;

- (a) notifies the Employer immediately on an employee's notification that he/she will be required to attend court in either capacity;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowance, and an official receipt thereof



**Section 20.16 - Advance in Case of Work Accident**

- (a) In the event of an employee being unable to work as a result of a work accident and when there is no doubt about the validity of his claim, the employer shall advance to such employee the benefits equal to those he is entitled to from the WCB/CSST, according to the laws in effect in each Province.
- (b) In such cases, the employee shall have to sign the form issued by the WCB/CSST.
- (c) Should the Company require from the employee a medical certificate other than the one given by the Health and Security at Work Commission or by the doctor in charge, the Company must itself ask the doctor for it.

**Section 20.17 - Letter of Confirming Employment**

When an employee leaves his employment for any reason whatsoever, the Employer is committed to give him a letter confirming his employment, on request.

**Section 20.18 - Instructions in the Employee's Native Tongue**

Any instruction from the Company to an employee, either written or verbal, shall be given in his native tongue (French or English). The application of this Section does not affect the regular forms used by the Company in the course of its operations.

**Section 20.19 - Work not Covered by this Agreement**

Any employee performing work not covered by this Agreement shall be paid his hourly rate as specified herein and will furthermore be entitled to all other relevant benefits.

## **Section 20.20 - Out of Town Payments and Benefits**

An employee working away from his or her normal work site will receive his or her regular rate of pay or the rate of pay at the relocation site, whichever is greater. In addition, the employee will receive reimbursement for travel expenses to and from the relocation site, meal allowance, lodging allowance and if required a rental car in accordance with the Company's allowance policies

## **ARTICLE 21 - ACCIDENTS AND DAMAGES**

### **Section 21.01 - Accidents**

Any employee involved in an accident shall not be held responsible unless conclusive proof of negligence has been established by the Company.

It should be observed that in case of accidents, with responsibility or not, the Company shall not hold any of its employees financially responsible for any damage directly or indirectly deriving from such accidents. However, the Company will be entitled to all civil rights and recourses.

If the Company takes disciplinary action against an employee involved in an accident, it shall give him, in writing, the reason justifying the disciplinary measure.

## **ARTICLE 22 - EMPLOYEE'S RESPONSIBILITY**

### **Section 22.01 - Accident Report**

Any employee involved in an accident shall immediately report such accident and any relevant physical injury. Such employee shall, immediately complete in writing, on forms supplied for this purpose by the Company, an accident report indicating the names and addresses of all available witnesses.

A copy of such report shall be given to the Union upon request. Time spent by the employee in completing this accident report will be paid at straight time. Failure to comply with this provision shall subject the employee to disciplinary measures from the Company.

### **Section 22.02 - In Case of Sickness Advise the Company**

Notwithstanding Section 18.01, in case of sickness, the employee shall advise the Company of his absence and prove his sickness by a medical certificate upon his return to work. Except in cases of questionable absences, the Company will not normally require proof of sickness by a medical certificate for absences lasting less than three (3) days.

If the Company requires that a medical certificate be provided by the employee, the Company shall reimburse the employee eighty (80%) percent of the cost of obtaining the medical certificate.

The sole exception to the above will be where a medical certificate is required as per 18.01 of the present agreement.

### **Section 22.03 -Address and Phone Number**

- (a) It is the employee's responsibility, to facilitate the application of this Agreement, to give the Company and the Union his telephone number and address and also to inform them of any change; failing to do so could entail loss of recourses. A notice to this effect will be posted at the same time as the seniority list during the thirty (30) days following the signature of the present Agreement.
  
- (b) It is also the employee's responsibility, after ~~an~~ absence for sickness or any other reason, to call his immediate supervisor on the day preceding his return to work in order to have work assigned for him on the morning of his return.

(c) The Company will supply the Union, once a year on August 31<sup>st</sup> of each year, a list with all the employees names, addresses and telephone numbers.

**ARTICLE 23 - COMPANY'S RESPONSIBILITY AND  
MAXIMUM SECURITY AT WORK**

**Section 23.01 - Security at Work**

The Company will take all necessary steps to maintain, during working hours, a standard of safety which is in keeping with all laws and regulations in effect. In the event of a complaint, the Company will give due consideration, investigate and take any necessary corrective action.

The Company will also form a safety committee under the applicable (Federal) laws and regulations. The employees elected to this function shall be liberated to follow courses on health and safety.

**ARTICLE 24 - CONDITIONS OF EMPLOYMENT OR  
OTHERS UPON HIRING INCONSISTENT  
WITH THE AGREEMENT**

**Section 24.01 - Inconsistent Null and Void**

It is mutually agreed that all the conditions of employment agreed for upon the hiring of an employee and which are inconsistent with the provisions of this Collective Agreement shall become null and void.

**ARTICLE 25 - PENSION PLAN**

**Section 25.01 - Terms and Conditions:**

The Company will pay a amount of twenty dollars (\$20) per month for every employees eligible as a Pension Plan premium for the duration of the Collective Agreement. The said amount will be paid to the Teamsters Canada Pension Plan.

### **Section 25.02 - Clerical Administration**

The Employer undertakes to make the clerical administration as follows:

- a) To have the membership cards completed;
- b) The Employer also undertakes to prepare the monthly reports of its contributions and to remit the amounts within the specified delays.

The monthly Pension Plan contributions are payable to the Teamsters Canada Pension Plan and the Employer undertakes to remit same according to its instructions.

### **Section 25.03 - Remittance of Documents and Information**

The Employer undertakes to remit to the committee selected by the parties, within the delays prescribed by said committee, all documents and information of any use to the good administration of the Pension Plan.

## **ARTICLE 26 - LEAVE OF ABSENCE**

### **Section 26.01 - Not Obligated to Grant Leave of Absence**

The Company is not obliged to grant a leave of absence other than as specifically provided for under this Agreement and its refusal to grant such leave shall not be subject to the Grievance Procedure.

An employee who works with another Company while on leave of absence shall be deemed to have voluntarily terminated his employment.

**ARTICLE 27 - LEGAL TEXT**

**Section 27.01 - French and English**

There is a French text and an English text of this Agreement, however it is agreed that the French text is the official text for the Province of Quebec. The English text is the official text for all other location.

**ARTICLE 28 - DURATION OF THE AGREEMENT**

**Section 28.01 - 4 years**

This Collective Agreement shall be effective from January 18th, 2009 and end January 17th, 2013.

**Section 28.02 - Renewal**

If either one of the parties wishes to terminate or amend the stipulations of this Agreement, a written notice of such intent shall be given by registered letter to the other party not more than ninety (90) days nor less ~~than~~ sixty (60) days before the termination of the present Agreement.

It is agreed that both parties shall start negotiations for the future Collective Agreement, sixty (60) days before the termination of the present Agreement.

**Section 28.03 - Duration**

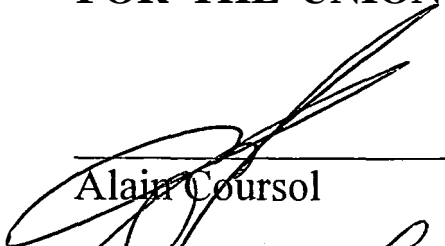
This Agreement shall remain in full force until a renewal has been negotiated or until the prescribed procedures of the Canada Labour Code have been finalized.


DATED at Montreal this September 19<sup>TH</sup> 2009

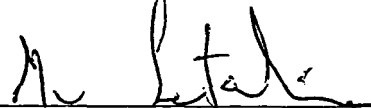
FOR THE COMPANY:

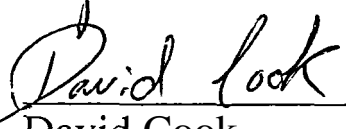
  
\_\_\_\_\_  
David Lamolinara

FOR THE UNION:

  
\_\_\_\_\_  
Alain Coursol

  
\_\_\_\_\_  
Dave McLeod

  
\_\_\_\_\_  
Yves Letalien

  
\_\_\_\_\_  
David Cook

**Letter of Understanding  
No.1**

**Between**

**CEVA Logistics Canada ULC**

**And**

**The Canada Council of Teamsters**

**New Equipment—Retraining**

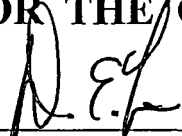
- (a) In the event that new kinds of equipment and/or operations not covered by the present Agreement are put into use, during the term of the present Agreement it is understood that the working conditions and the rates governing this equipment or operations shall be subject to negotiations between the parties. Wage rates agreed or determined shall be put into effect from the first (1st) day of the operation. The Company undertakes to advise the Union of the use of a new kind of equipment or the setting up of new operations in the five (5) days preceding the coming into force of the operations. In the event that the parties do not come to an understanding, the disagreement shall be referred to arbitration as stipulated in Article 6.
- (b) When there is a major operational change or a change in utilization of equipment which causes a shortage of work and retraining of employees, the Company will consider the seniority and qualifications of the employee displaced by such change.
- (c) In the above circumstances, the Company will provide each employee affected with adequate retraining.



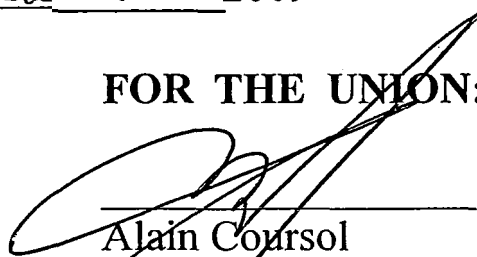
- (d) It is understood that any training shall be at the discretion of the Company and without compensation for the employee.
  
- (e) When a company requires an employee to take further training, the employee will be paid for all time spent in training and the cost of training paid by the Company.

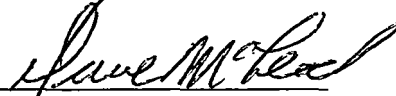
**DATED at Montreal** this September 19<sup>th</sup> 2009

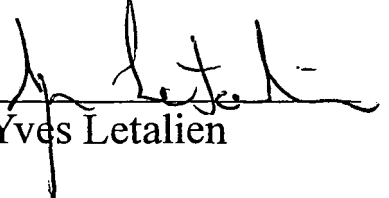
**FOR THE COMPANY:**

  
\_\_\_\_\_  
David Lamolinara

**FOR THE UNION:**

  
\_\_\_\_\_  
Alain Coursol

  
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Dave McLeod

  
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Yves Letalien

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David Cook

**Letter of Understanding  
No.2**

**Between**

**CEVA Logistics Canada ULC**

**And**

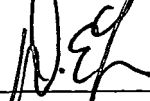
**The Canada Council of Teamsters**

**Commercial Drivers With AZ Licence**

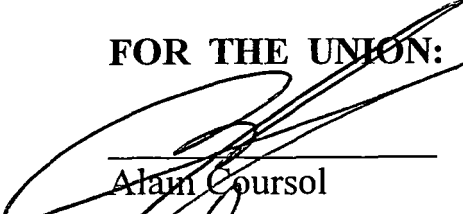
It is understood if at anytime during this Agreement that Ceva brings on drivers who are required to have Commercial Driver's Licence with a minimum A-Z or Class 1 requirement they will become part of this Agreement under the same wage scale as set forth in the Collective Agreement if applicable, at the expiration of this Agreement, Ceva reserves the right to negotiate a separate bargaining agreement for these drivers.

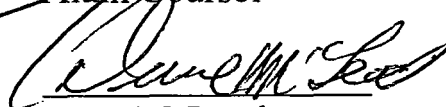
**DATED** at **Montreal** this September 15<sup>TH</sup> 2009.


**FOR THE COMPANY:**

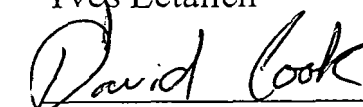
  
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David Lamolinara

**FOR THE UNION:**

  
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Alan Coursol

  
\_\_\_\_\_  
Dave McLeod

  
\_\_\_\_\_  
Yves Letalien

  
\_\_\_\_\_  
David Cook

**Letter of Understanding  
No.3**

**Between**

**CEVA Logistics Canada ULC**

**And**

**The Canada Council of Teamsters**

**Teamsters Union Industry Advancement Fund**

The Teamsters Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters.

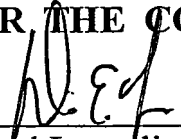
The Company shall make contributions of five cents (.05¢) per hour for which wages are payable hereunder, for each employee covered by this collective agreement.

Payment of said funds shall be made to each Local Union Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.

This payment will be independent and separate from any other payment made to the Local.

**DATED at Montreal** this September 19<sup>TH</sup> 2009.

**FOR THE COMPANY:**

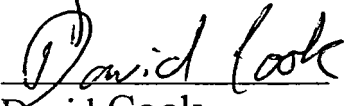
  
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David Lamolinara

**FOR THE UNION:**

  
\_\_\_\_\_  
Alain Coursol

  
\_\_\_\_\_  
Dave McLeod

  
\_\_\_\_\_  
Yves Letalien

  
\_\_\_\_\_  
David Cook

**Letter of Understanding  
No.4**

**Between**

**CEVA Logistics Canada ULC**

**And**

**The Canada Council of Teamsters**

**MONTREAL**

The Company agrees to maintain the Company's practice of requesting annually that employees provide their first three (3) assignment preferences and the Company undertakes to consider the employees' stated preferences, by seniority, at the beginning of each shift and for subsequent assignments but nothing herein shall restrict or fetter the Company's management right and responsibility to assign work, duties and priority of assignments at its sole discretion and to manage and promote efficiencies in its business.

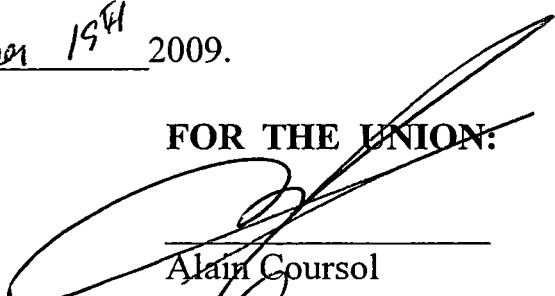
It is understood by the parties that an employee's assignment preference will not and can not dictate the Company's priority of assignments which will be determined by the Company at its sole discretion and will not be challenged by an employee.


**DATED** at Montreal this September 15<sup>th</sup> 2009.


**FOR THE COMPANY:**

  
\_\_\_\_\_  
David Lamolinara

**FOR THE UNION:**

  
\_\_\_\_\_  
Alain Coursol

  
\_\_\_\_\_  
Dave McLeod

  
\_\_\_\_\_  
Yves Letalien

  
\_\_\_\_\_  
David Cook

**Letter of Understanding  
No.5**

**Between**

**CEVA Logistics Canada ULC**

**And**

**The Canada Council of Teamsters**

**UNDERSTANDING REGARDING OVERTIME**

The Company recognizes that over the past sixteen (16) months there have been periods of time in which overtime hours requirements have spiked. These spikes are a result of customer demands such as the shipment of snow tires in March, April and May of 2008 and the normal spike which occur each August through November.

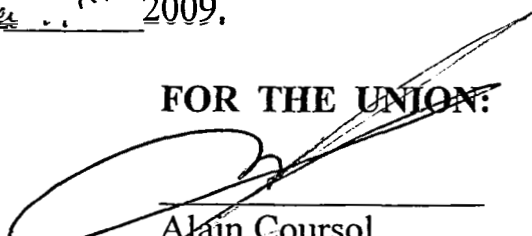
In an effort to reduce the amount of overtime work required by existing employees during such spike periods, the Company agrees to pursue the hiring of additional full-time employees to reduce the overtime requirements made on existing employees.

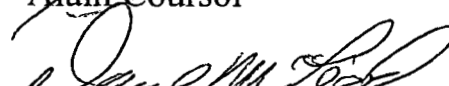
**DATED** at Montreal this September 11<sup>th</sup> 2009.

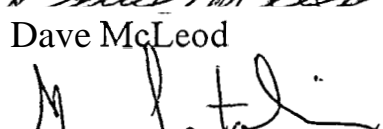
**FOR THE COMPANY:**

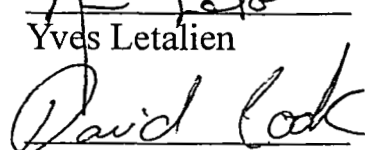
  
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David Lamolinara

**FOR THE UNION:**

  
\_\_\_\_\_  
Alain Coursol

  
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Dave McLeod

  
\_\_\_\_\_  
Yves Letalien

  
\_\_\_\_\_  
David Cook

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