

COLLECTIVE AGREEMENT

Between

International Logistics Solutions Canada, Inc. (ILSCI)

and

Teamsters, Local 879

2025-2028

Table of Contents

Article 1	Object of the Agreement.....	3
Article 2	Bargaining Unit	3
Article 3	Mutual Rights	4
Article 4	Union Security and Deduction of Union Dues.....	6
Article 5	Shop Steward.....	7
Article 6	Grievance Procedure.....	9
Article 7	Dismissal	10
Article 8	Seniority.....	11
Article 9	Leave of Absence	13
Article 10	Holidays and Floating Days.....	15
Article 11	Paid Vacation	16
Article 12	Hours of Work	18
Article 13	Wage Rates	20
Article 14	Equipment	22
Article 15	Casual Employee	23
Article 16	Union Bulletin Board Privileges.....	24
Article 17	Business Agent.....	24
Article 18	Medical Examination.....	24
Article 19	Health and Welfare Plan	25
Article 20	General Working Conditions	25
Article 21	Accidents and Damages	28
Article 22	Employee's Responsibility	29
Article 23	Company's Responsibility and Maximum Security at Work	29
Article 24	Conditions of Employment or Others Upon Hiring Inconsistent with Agreement	29
Article 25	Pension Plan.....	30
Article 26	Leave of Absence.....	30
Article 27	Duration of the Agreement	30

Article 1 Object of the Agreement

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 promote 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 continue to promote goodwill, friendly relations and a better understanding between the parties.

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 the protected grounds provided for in applicable human rights legislation. The parties further agree that there will be no restriction or segregation of any manner whatsoever in respect of denying an employee the possibility of employment on the basis of such grounds.
- (b) 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

2.01 Recognition

The Company recognizes the Union as the sole bargaining agent representing the employees mentioned in the certification granted to the Union by the Canada Labour Relations Board, on November 18, 2010, including subsequent modifications, for the respective categories of employees as specified in the certification.

Definition of the Term "Establishment"

The term "Establishment" in this Collective Agreement means the Employer's establishment which is, at the time of the signature of this Collective Agreement, located at 1025 Green Valley Rd. London, Ontario N6N 1E4.

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.

2.03 Definition of Classification & Qualifications

- (a) There will be six (6) classifications as follows:

- (1) Audit & Label
- (2) Fork Lift
- (3) Material Handler
- (4) Shunter
- (5) Driver
- (6) Maintenance (Equipment and Building)

- (b) Definition of Qualifications

- (1) Classification No. 1

Audit & Label means an employee whose functions include verifying the identity of the tire and applying labels made for the specific tires. Counts the number of tires on outbound pallets and records the counts on the outbound order tally sheets. Performs any other work required.

- (2) Classification No. 2

Fork Lift means an employee whose functions include the shipping of tires which requires the licenses required to drive order pickers and/or forklifts to pick tires for

orders by hand, to place tires on a pallet and to deliver such tires to the dock. In addition, the operator of the forklift will be required to use the forklift to support the receipt of tires. Receiving shall include, picking up pallets of inbound tires, verifying the count, placing the tires in location in an orderly fashion and stacking the pallets. These functions will include Cycle counting the tires in storage locations and providing the counts to supervisors. This Classification shall also be required to pick up pallets of tires on the outboard staging docks and to place the pallets for the Material Handler classification to load them by hand and place them into the trailer. Performs any other work required.

(3) Classification No. 3

Material Handler means an employee whose functions encompass loading and unloading of tires in trailers. This will include picking tires up from pivoted pallets and lacing or smoke stacking in the trailer with label facing outward. It also includes removing the tires from trailers and stacking them on pallets per specifications of one or more SKUs per pallet with label facing outward. Performs any other work required.

(4) Classification No. 4

Shunter means an employee who can drive all vehicles and who has an AZ or Class I license 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.

(5) Classification No. 5

Driver means an employee who drives all types of vehicles and who has a AZ or Class I driver license, where applicable and whose functions include performance of local transport and other Transport Operations, the delivery of tires from the Montreal/London distribution centers to different destinations using a heavy commercial vehicle, the delivery of DOT (Ministry of Transport) documents, the operation of a lift truck, the handling of tires, the preparing of order, warehouse work, the loading and the unloading of merchandise as well as any other associated work as well as driving a motorised lift if he possesses a competency certificate.

(6) Classification No. 6

Maintenance (Equipment and Building) means an employee who is certified to drive a forklift, he must be certified in forklift repair and assist the maintenance manager to repair the forklifts. He also has to have good working knowledge of building repair and all other related repairs. Other functions include the passing of the floor sweeper, sweeping in between empty pallet locations. He also changes neon lights and performs general cleaning in the warehouse and helps the maintenance manager fix situations in the warehouse.

- (c) Only the classification and qualifications mentioned in this section 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 Agreement No. 1.

2.04 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

3.01 Company 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.

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.

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.

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, or as otherwise permitted by labour and employment law.

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 terminate any of its employees or take disciplinary measures against an employee for incompetence, 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, being fit for duty, willful insubordination or any other violation of the work rules or Company policies or procedures or for any other reason judged sufficient by the Company to justify such an action. In cases of termination or discipline, which are subject to the grievance procedure, the burden of proof will devolve upon the Company.

3.05 Discipline

- (a) The Union recognizes the Company's rights to maintain order and discipline and establish or change policies, rules and regulations to be observed by its employees, the whole in conformity with the stipulations of the present Agreement. An employee who is subject to disciplinary action shall be notified in writing and a copy shall be sent to the Union by email. The employee shall sign an acknowledgement of the said notice for the Company. Nevertheless, this signature does not mean that he has accepted the content of such notice. In the event that the employee refuses to sign a notice of discipline, such refusal shall not invalidate the said disciplinary notice.

The Company must indicate on each disciplinary notice being added to the employee's file, the reason or reasons of such notice.

- (b) It is understood that the Company will not be permitted to impose more than (1) sanction to an employee for the same offence.
- (c) The Company agrees to apply consistent disciplinary measures for similar offences as a general rule.
- (d) The Company shall communicate disciplinary action to an employee within ten (10) working days of its knowledge of the key facts in support of the disciplinary action. In the event the Company does not have sufficient information to reach a decision within this deadline, it will have the right to extend such period upon written notice to the Union. Failing to comply with the requirements in this paragraph will prevent the Company from imposing any disciplinary measure whatsoever for the violation in question.
- (e) A disciplinary measure will be removed from the employee's file after twelve (12) months provided that no similar offence has been committed.
- (f) Without limiting the generality of the foregoing, any employee who is absent without any valid reason shall be liable to disciplinary measures. Furthermore, any absence of two (2) consecutive days or more shall be a voluntary termination of employment unless the employee provides the Company with valid documentation demonstrating the need for the absence. Notwithstanding the preceding sentence, where an employee fails to attend to work and fails to notify the Company of his absence before the start of his scheduled work shift, such employee will be dismissed immediately unless the employee is able to demonstrate that he has a serious reason for failing to have notified

the Company. The proof of such serious reason shall rest with the employee. The employee shall advise the Company of his absence by calling the dedicated number provided by the Company 1-416-209-3166.

- (g) The procedure described in Section 3.05 shall be compulsory unless there is mutual written consent between the parties.
- (h) 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.

3.06 Strike, Lockout

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

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

Article 4 Union Security and Deduction of Union Dues

4.01 Union Membership

All present, new, rehired or other employees as defined in Section 2.01 covered by the present Collective Agreement shall, as a condition of employment, become and remain members in good standing of the Union immediately upon completion of a period of five (5) months of work.

The Union will make sure that any new or rehired employee signs a union membership card and must then send it to the Union.

4.02 Union Dues

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 Collective 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 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 for such to be effective.

4.03 Remittance of Dues to the Union

The Company shall remit to the Treasurer of the Union, not later than the fifteenth (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 item 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 the Local shall bear interest at the current rate from the fifteenth (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 this collecting procedure.

4.04 Union Dues of Absences Employee

- (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 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 absences 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 deductions 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 check, providing that such pay allows it.

Should the Employer not comply with such provisions 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.

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 (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 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.

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.

4.07 Income Tax Form

The amount of the union dues will appear on the Employees' tax forms.

Article 5 Shop Steward

5.01 Rights 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 Employer by email of the name of the shop steward and his assistants as well as any future changes that may take place by indicating the name of the replacement(s).

Probationary employees will not be eligible for a steward position until they have successfully completed their probationary period.

It is agreed that the steward's duties shall not in any way interfere with his responsibility 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.

5.02 Shop Steward's Seniority

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

Once the current chief shop steward in either location is replaced for whatever reason, the new chief shop steward shall be considered the most senior employee only for the following purposes: layoff, recall to work, promotion and overtime. In these cases, the employee must be fully qualified to perform the required work.

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.

1. The shop steward's main function is to ensure the application of the Collective Agreement. This includes the investigation and presentation of grievances, discussions of same, either verbally or in writing, verification of time cards and employees' files relevant to discipline in the case of grievance.
2. 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 slow down, nor refusal to handle merchandise nor any other interference with the Company's trade or business.
3. 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.

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.

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.

5.06 Absence for Union Activities

- (a) Union representatives and officers may, at their own expense and not exceeding more than two (2) pre 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.
- (b) The maximum number of days off allowed under this Section shall not exceed seven (7) consecutive days.
- (c) However, during the period of negotiations for the renewal of this Collective 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 in so far as the said period is to a minimum of at least forty eight (48) hours.

- (d) The maximum number of accumulated days off shall be fourteen (14) days, except for absence in respect to negotiations for the renewal of this Collective Agreement and for a member of the Union's Executive Committee which shall be limited to a maximum of thirty (30) days.
- (e) In the event that the Union wishes to use the services of one of its members to serve as a business agent, the employee chosen shall be entitled to a leave without pay for the duration of his term with the Union and will maintain all his accumulated rights of seniority including the said leave.

5.07 Negotiation Committee

The shop steward can participate at all scheduled negotiation meetings with the Company. The shop steward shall not suffer any loss of regular salary and benefits due to his involvement in the negotiations.

If the shop steward is unavailable to attend negotiations, the union may appoint a delegate in their place.

Article 6 Grievance Procedure

(New text)

6.01 Grievance

- (a) A grievance is a misunderstanding of the interpretation or application of the collective agreement filed at the initiative of an Employee, the Union or the Employer.
- (b) A grievance shall be submitted in writing to the Employer within ten business (10) days of the date of the facts on which it relies or of the date of their knowledge by the impacted Employees.
- (c) A grievance shall be submitted in writing:
 - a) By the employee or Union to the Employer writing within ten (10) working days following the knowledge of the facts or decision;
 - b) By the Employer to the Union within ten (10) working days of the date of the facts on which it relies or of the date of the knowledge of the site leader of the Employer.
- (d) The grievance must state the specific facts and/or events on which it relies with specific article(s) of this agreement concerned, and the remedy(s) sought.
- (e) 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.
- (f) 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.
- (g) 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.

6.02 First (1st) Step

The employee will discuss the circumstances of the grievance with the Site Manager. The employee may be accompanied by a Union Steward. Such discussion will take place within five (5) working days of the event giving rise to the grievance. The Site Manager will give a written answer to the grievance within three (5) working days of such meeting.

6.03 Second (2nd) Step

Failing settlement in Step 1, the Steward and/or the Union will, within ten (10) working days of the Step 1 answer, present the grievance in writing to the Employer, as provided in Section 6.01. Within ten (10) working days of such presentation, the Employer will meet with the Steward and employee(s). The answer of the Employer (or the Union, in the case of an Employer grievance) will be delivered in writing within ten (10) working days of the meeting.

6.04 Third (3rd) Step

Failing settlement in Step 2, the Employee, Steward and Union Business Representative will, within fourteen (14) working days of the Step 2 answer arrange a meeting with Site Manager or designate to further discuss a possible resolution of said grievance. The answer of the Site Manager or designate (or the Union, in the case of an Employer grievance) will be delivered in writing within ten (10) working days.

The time limits provided for in the present article are mandatory and may only be extended by mutual agreement in writing between the Company and the Union. Failure to comply with the limits in this article shall be deemed as an abandonment of rights.

6.05 Procedure for Arbitration

It shall be the responsibility of the party requesting arbitration to so inform the other party in writing within twenty-one (21) calendar days of the third (3) step decision.

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.

Within ten (10) calendar days from the receipt of the notice of intent to arbitrate, the other party must either accept the suggestion, or propose a neutral person to act as an arbitrator. Should either party fail to propose an arbitrator within the ten (10) calendar days, or should the parties fail to agree on an arbitrator within (30) calendar days, either party may request the Federal Minister of Labour to make the appropriate appointment.

6.06 Final Decision

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

6.07 Arbitrator's Power

In rendering 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.

6.08 Arbitrator's Fee

The Arbitrator's fees will be borne equally by both parties.

6.09 Reimbursement

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

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.

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

7.01 Entitlements Upon Termination

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

7.02 Acceptance of his Pay Shall no Cause Prejudice

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

7.03 Reinstatement of an Unjustly Dismissed Employee

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

In case 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.

7.04 Voluntary Termination – Dismissal – Submitted in Writing

In the case of voluntary termination of employment by an employee, this shall be governed by Article 3.05(f) and any applicable Company policies. A dismissal made by the Company must be done in writing. The writing shall set out the reasons for such dismissal.

Article 8 Seniority

8.01 Probationary Period

- (a) All new employees shall be considered on probation for the first five (5) months from the 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 the employment of probationary employees should they be laid off or dismissed during the probationary period.
- (c) All new full-time employees, who were previously part-time employees up to the date of their hiring as full-timers, will not be required to complete an additional probation period.
- (d) All new full-time employees who were formerly agency employees until the date of full-time employment will not be required to perform an additional probation period.

8.02 General Seniority Rights

The seniority of employees governed by this Agreement shall be established from the date of their hiring but shall be effective only after completion of the five (5) month's probationary period.

For the purpose of this Agreement, the hiring date shall be the date of the first day effectively worked by the employee.

8.03 Loss of Seniority Rights

Seniority and employment of any employee governed by this Agreement shall cease for the following reasons:

- (a) Voluntary separation (resignation).
- (b) Termination by the Company (with or without 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 seniority at date of layoff.

- (c) Failure to reply to a recall notice as specified in Section 8.06.

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 Collective 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 further claim will be considered.
- (c) The 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 any benefit for 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.

8.05 General Seniority Rules

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

8.06 Layoff and Recall

In case of layoff, the last hired employee within the affected classification 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 in any other classification on the same shift inasmuch as he is qualified to perform the required work.

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 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 day 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 a 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 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.

8.08 Job Posting

- (a) When a regular position is created or becomes permanently vacant, the Employer, if he decides to fill the position, will post the vacant position for a period of five (5) working days.
- (b) The posting shall indicate: the classification, the shift and the approximate start date.

- (c) Any interested employee can post by submitting his name in writing to the Employer.
- (d) The position of the classification will then be filled by the employee who has the most seniority provided that the employee is qualified to perform the work required.
- (e) During the posting period, the Employer shall temporarily fill the position of the classification with an employee of his choice provided that the employee accepts. However, if no employee accepts to fill the position, the Employer shall fill it with the employee having the least seniority on the shift in question provided that such employee is qualified to perform the work required.

8.09 Temporary Transfers

During the course of a given shift, where employees are transferred between classifications, these employees will be paid the applicable rate of the classification to which they are transferred for the hours performed at the higher rate, if applicable.

However, where an employee asks to be transferred to another classification as set out in Article 2.03(a), such employee shall receive the rate of pay for this classification to which such employee is transferred. Once the employee is transferred back to his original classification, he shall receive the rate for that classification.

Except in the case of a layoff, any employee required to temporarily work in classification where the hourly rate is less than his present regular rate will continue to be paid the applicable classification rate set out at 13.01 and this for the duration of the temporary transfer.

Article 9 Leave of Absence

9.01 Bereavement Leave

In the event of the death of his spouse or common-law partner, father, foster father, mother, foster mother, child, adoptive child, brother, sister, spouse or common-law partner of the father or mother, 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.

In the event of the death of the child of spouse or common-law partner, grandchild, grandparent, relative of the employee who resides permanently with the employee or with whom the employee permanently resides, the employee shall be entitled to a three (3) day funeral leave. Such leave is without loss of salary for employees who have complete three (3) months of service.

In the event of the death of his grandmother, grandfather, for employees who have not completed three (3) months of service, the employee shall be entitled to a maximum of three (3) days funeral leave, including one (1) day with pay.

In the event of the death of his 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.

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

In the event of the death of his uncle, aunt, nephew and niece, the employee shall be entitled to one (1) day with pay to allow him time to assist his family in the bereavement period.

For the purpose of this Article, the word "spouse" means two individuals who are legally married and live together.

For the purpose of this Article, the term "Common-law partner" means a person who has been cohabiting with an individual in a conjugal relationship for at least one year, or who had been so cohabiting with the individual for at least one year immediately before the individual's death.

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 this father or mother.

The employee must advise his employee 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) Maternity leave benefits shall be granted in accordance with the *Canada Labour Code*.
- (c) A parent of a natural born or adopted child shall be entitled to parental leave benefits in accordance with eligibility requirements of the *Canada Labour Code*.

9.03 Maximum Duration of Leave of Absence Outside the Bargaining Unit

One hundred and twenty (120) Day Leave of Absence for a management position shall be granted 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 one hundred and twenty (120) 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 hundred and twentieth (120th) calendar day of this period their 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.

An employee with at least one (1) year of seniority can request a leave without pay for a maximum duration of six (6) months and the Company may grant the leave.

The employee must request the leave, at least four (4) weeks prior to the planned start date of the leave. Where such notice is not possible, the Company can waive the notice and may choose grant the leave, in its sole discretion.

There cannot be more than two (2) employees on leave under this provision at the same time. Where more than two (2) employees request the leave at the same time, and the Company decides to grant the leave, the leave will be granted on a first come-first-served basis to the employees making the request in writing.

It is further agreed that the employee must provide the reason(s) for requesting the leave in order for the Company to consider granting the leave. If an employee uses the leave for a purpose other than the one for which the leave was granted, the employee will be dismissed without any recourse to the grievance procedure. If an employee uses the leave for the purposes of trying another job elsewhere, the employee will be terminated without recourse to the grievance procedure.

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.

- (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.

9.5 Personal Days of Absence

An employee may be absent from work and avail themselves of the five (5) personal days provided for by the *Canada Labour Code*. The first three (3) days are with pay for employees with more than (3) months of service, and the other two (2) days are without pay. For employees with less than (3) months of service, personal days are without pay.

Article 10 Holidays and Floating Days

10.1 General Holidays, Substituted Holidays and Floating Days

(a) General Holidays

The following days shall be paid general holidays.

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day – July 1st
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
Heritage Day/Civic Day

(b) Substituted Holidays

In the event that a holiday falls on a non working day of the facility, 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 written agreement between the Company and Union to observe the holiday on another date.

When a holiday falls on Tuesday, Wednesday or Thursday, it may be observed either on the Monday or Friday which precedes or follows the holiday, and this, with the consent of the Union and the Company.

A paid holiday can be substituted and delayed to another day on the condition that there is mutual agreement between the Company and the Union. In this regard, 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.

(c) Floating Days

Each employee with at least six (6) months of seniority as of January 1 of each year will receive two (2) floating days off as of January 1 of each calendar year. The floating days must be taken after mutual agreement between the employee and the Employer on the condition that:

- a) the employee provides a notice of at least fourteen (14) days prior to the date the employee wishes to take the floater day off and the Employer must respond within the three (3) working days following the request; and
- b) there is no more than 5% of the union workforce absent on the day in question.

Where the floating days are taken for reasons covered by paid personal leave by the *Canada Labour Code*, they shall run concurrent and not in addition with any such paid leave referred to in Section 9.05 of this Collective Agreement.



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

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.

Employees shall receive holiday pay as provided for by the *Canada Labour Code*.

10.04 Unavailable – Paid if Meet Requirements

Employees who, for serious reason, are not available on the shift preceding or following a statutory holiday, shall be paid for such statutory holiday as long as they meet statutory requirements and can justify such serious reason to the employer within the five (5) working days following such statutory holiday.

10.05 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 Vacation

11.01 Employees with Less Than One (1) Year 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.

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 ten (10) years of continuous service with the company shall in the following calendar year be entitled to four (4) weeks' vacation with pay at the rate of 8% of his total earnings including vacation pay in the previous calendar year.
- (d) Any employee who has completed thirty (30) years of continuous service with the company shall in the following calendar year be entitled to five (5) weeks' vacation with pay at the rate of 10% of his total earnings including vacation pay in the previous calendar year.

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) Vacations will be chosen by seniority and according to the functional group, that being the group of drivers and shunters and the other group, the other classifications according to Article 2.03(b). Nevertheless, only a maximum of (2) weeks per employee will be granted during the months of June, July, August and September.

However if too many employees choose their weeks of vacation in the same period, the Company will have the right to ask employees, according to their seniority, to choose another period during such months.

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

- (d) According to the employee's seniority, the third (3rd) and the 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.

Notwithstanding the preceding paragraph and 11.03(c), the Company will approve additional vacation weeks in June, July, August and September if the schedule permits. Those weeks will be granted according to seniority and only after all employees will have choose their vacations during the summer months mentioned in 11.03(c).

- (e) As of the 15th 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 1st 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 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.

11.04 Payment in Lieu of Time

In event that any employee is entitled to vacation in excess of statutory minimum as provided for by the *Canada Labour Code*, they may, upon request to the Employer, receive payment for up to one (1) week of vacation per year, without taking such vacation time.

11.05 Calculation of the Vacation Period

In calculating the total period of employment requirement 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.

11.06 Payment for Vacation on Termination of Employment

- (a) When an employee leaves on vacation, voluntarily quits his employment, or is terminated for any reason whatsoever, he shall receive as vacation any accrued and unused vacation pay, as provided for by the *Canada Labour Code*.

- (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 or vacation.

Article 12 Hours of Work

12.01 Time Keeping

- (a) The Company will maintain a time recording system.
- (b) Employees are required to record the start of their shift, their breaks and the end of their shifts diligently. Any errors in recording time must be reported to the employee's supervisor immediately. Failure to do so may result in disciplinary action.
- (c) The Company may implement an electronic time-keeping system. In such case, employees will be allocated a personal identification number (PIN) that is unique to them. Employees are strictly prohibited from sharing their PIN with anyone. Doing so may result in disciplinary action.
- (d) The information recorded in the digital time keeping system will be used to record each employee's working hours and monitor attendance and punctuality. It will also be used to measure time-based productivity of the site at a person and operational level periodically.

12.02 Regular Work Week

The regular work week for all employees shall be of forty (40) hours divided in five (5) consecutive days and the regular work day shall be of eight (8) hours. Overtime shall not be included in the calculation of the regular work week.

12.03 Overtime

- a) Any work performed in excess of eight (8) hours in a day or forty (40) 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 six (6) hours inclusively and after that the employee shall be paid at double time.
- b) Any work performed by drivers in excess of fifty (50) 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.
- c) If an employee works three (3) hours after the end of their day, the employee is entitled to a paid break period of fifteen (15) minutes paid at the end of his normal working day.
- d) If an employee works three (3) hours before his normal work day, he is entitled to a paid break period of fifteen (15) minutes before the start of his normal work day provided he completes his normal day of work.
- e) Any work performed on the 6th day of a regular work week shall be paid at time and a half provided that the employee has worked forty (40) regular hours during that week.

However, if an employee was asked to leave due to a lack of work prior to the end of his scheduled regular shift, such employee shall be paid time and a half on the 6th day provided he has worked all his remaining hours in the week.

- f) Any work performed on the 7th day of a regular work week shall be paid at double time provided that the employee has worked forty (40) regular hours during that week. In such case, any employee working on the 7th day must also have worked all of his scheduled hours on the 6th day or in lieu of the work on the sixth day, at least, 8 hours of overtime worked during the course of the regular 5 day workweek.



However, if an employee is asked to leave due to a lack of work prior to the end of his scheduled regular shift, such employee shall be paid at double time on the 7th day provided he has worked all his other remaining hours in the week.

- g) Absences for the following reasons shall be considered as time worked for the purposes of Articles 12.03e) and 12.03f):
- i. 9.01 (bereavement)
 - ii. 9.02 (birth leave)
 - iii. 10.01 (holiday)
 - iv. 11.01 (vacation)
 - v. 18.02 (medical exam during working hours)
 - vi. 20.06 (time to vote)
 - vii. approved time off for any other reason at the discretion of the Company provided that such time has been approved at least five (5) days in advance, in writing, by the Employer or, in their absence, by the Site Manager. The Company may choose to approve such time off less than five (5) days in advance at its discretion. Proof may be requested by the Company.

12.04 Shift Hours and Shift Premium

- (a) The shifts are defined as follows:
- Day shift: Starts between 6am and 9am, Monday to Friday
 - Evening shift: Starts between 2:30-5:30pm, Monday to Friday
 - Night shift: Starts between 10:30pm-11:30pm, Monday to Friday
 - Weekend shift: Starts between 6am and 9am, Thursday to Sunday
- (b) The Company shall pay employees in the classifications of Audit & Label, Forklift, Material Handlers and Shunters the following shift premiums:
- \$1.25 per hour for only those who are regularly scheduled and work on the evening shift;
 - \$1.75 per hour for only those who are regularly scheduled and work on the night shift;
 - \$3 per hour for only those who are regularly scheduled and work on the weekend shift.

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 a holiday 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

13.01 (a) New Employees

Audit & Label, Forklift and Material Handler:

For the duration of the Collective Agreement, and only for the Audit & Label, Forklift and Material Handler Classifications the following percentages will apply to the rates in 13.01(b) for new employees:

SERVICE PERCENTAGE OF REGULAR RATE AS SET OUT AT 13.01 b)

0 to less than 6 months: 90%

6 to less than 12 months: 95%

12 months +: 100%

(b) Rate for regular employees

01/18/2025 (3%)	01/18/2026 (2.5%)	01/18/2027 (2.5%)
Audit & Label \$22.84	\$23.41	\$24.00
Forklift \$26.10	\$26.75	\$27.42
Material Handler \$26.10	\$26.75	\$27.42
Shunter \$28.54	\$29.25	\$29.98
Driver \$30.99	\$31.76	\$32.56
Maintenance \$22.84	\$23.41	\$24.00

(c) Material Handler Loading/Unloading Wage

Material Handlers can be compensated either on the basis of the hourly rate set out in Article 13.01(b) or on the basis of a rate created by the Loading/Unloading Wage Policy as set out at Article 13.01(d), when performing Loading/Unloading work on a given shift, as assigned by the Company.

However, where the Material Handlers are not performing Loading/Unloading work during a given shift, these Material Handlers will be paid their fixed regular hourly rate set out at Article 13.01(b).

(d) Loading/Unloading Policy

This Policy sets out how the Loading/Unloading Wage rate will be calculated for the Material Handlers who choose this rate.

Calculation Method

This rate is an hourly rate commensurate with the individual performance level of loading/unloading of a Material Handler using the following calculation:

Total Pounds loaded/unloaded divided by total hours paid for the associated activities (loading/unloading) = New Performance Level.

*Note: For conveyor Team Loading/Unloading (when applicable), the total Pounds for the team will be divided by two (2) to determine individual pounds.

Applicable Period – Monthly

The hourly rates issued will remain in effect until the next Rate Change Date which will occur on the first Monday of each month. At each Rate Change Date the employee's performance will be evaluated per the above calculation and a new rate will be determined. Wage changes will be documented using the Wage Change Notification form (see example below).

Minimum Hours of Loading/Unloading

Employees must have a minimum of 10 hours of Loading/Unloading in the same month to qualify.

Once an employee will have worked 10 hours of Loading/Unloading in one month, they will be eligible to choose to be paid under this rate.

Applicable Hourly Rates

Weight Tiers		2025		2026		2027	
MIN	MAX	REG RATE		REG RATE		REG RATE	
19,750	99,999	\$ 49.10	\$	49.75	\$	50.42	
19,500	19,749	\$ 48.60	\$	49.25	\$	49.92	
19,250	19,499	\$ 48.10	\$	48.75	\$	49.42	
19,000	19,249	\$ 47.60	\$	48.25	\$	48.92	
18,750	18,999	\$ 47.10	\$	47.75	\$	48.42	
18,500	18,749	\$ 46.60	\$	47.25	\$	47.92	
18,250	18,499	\$ 46.10	\$	46.75	\$	47.42	
18,000	18,249	\$ 45.60	\$	46.25	\$	46.92	
17,750	17,999	\$ 45.10	\$	45.75	\$	46.42	
17,500	17,749	\$ 44.60	\$	45.25	\$	45.92	
17,250	17,499	\$ 44.10	\$	44.75	\$	45.42	
1,700	17,249	\$ 43.60	\$	44.25	\$	44.92	
16,750	16,999	\$ 43.10	\$	43.75	\$	44.42	
16,500	16,749	\$ 42.60	\$	43.25	\$	43.92	
16,250	99,999	\$ 42.10	\$	42.75	\$	43.42	
16,000	16,249	\$ 41.60	\$	42.25	\$	42.92	
15,750	15,999	\$ 41.10	\$	41.75	\$	42.42	
15,500	15,749	\$ 40.60	\$	41.25	\$	41.92	
15,250	15,499	\$ 40.10	\$	40.75	\$	41.42	
15,000	15,249	\$ 39.60	\$	40.25	\$	40.92	
14,750	14,999	\$ 39.10	\$	39.75	\$	40.42	
14,500	14,749	\$ 38.60	\$	39.25	\$	39.92	
14,250	14,499	\$ 38.10	\$	38.75	\$	39.42	
14,000	14,249	\$ 37.60	\$	38.25	\$	38.92	
13,750	13,999	\$ 37.10	\$	37.75	\$	38.42	
13,500	13,749	\$ 36.60	\$	37.25	\$	37.92	
13,250	13,499	\$ 36.10	\$	36.75	\$	37.42	
13,000	13,249	\$ 35.60	\$	36.25	\$	36.92	
12,750	12,999	\$ 35.10	\$	35.75	\$	36.42	
12,500	12,749	\$ 34.60	\$	35.25	\$	35.92	
12,250	12,499	\$ 34.10	\$	34.75	\$	35.42	
12,000	12,249	\$ 33.60	\$	34.25	\$	34.92	
11,750	11,999	\$ 33.10	\$	33.75	\$	34.42	
11,500	11,749	\$ 32.60	\$	33.25	\$	33.92	
11,250	11,499	\$ 32.10	\$	32.75	\$	33.42	
11,000	11,249	\$ 31.60	\$	32.25	\$	32.92	
10,750	10,999	\$ 31.10	\$	31.75	\$	32.42	
10,500	10,749	\$ 30.60	\$	31.25	\$	31.92	
10,250	10,499	\$ 30.10	\$	30.75	\$	31.42	
10,000	10,249	\$ 29.60	\$	30.25	\$	30.92	
9,750	9,999	\$ 29.10	\$	29.75	\$	30.42	
9,500	9,749	\$ 28.60	\$	29.25	\$	29.92	
9,250	9,499	\$ 28.10	\$	28.75	\$	29.42	
9,000	9,249	\$ 27.60	\$	28.25	\$	28.92	
8,750	8,999	\$ 27.10	\$	27.75	\$	28.42	
8,500	8,749	\$ 26.60	\$	27.25	\$	27.92	
-	8,499	\$ 26.10	\$	26.75	\$	27.42	

These rates are the result of a 3% increase from the previous year (previous collective agreement) and are applicable for the first year of the collective agreement and are

subject to a 2.5% increase on the first anniversary of the agreement (January 18, 2026) and a 2.5% increase on the second anniversary of the agreement (January 18, 2027).

Wage Change Notification Form Example

Employee Name: _____

Effective Rate Change Date (First Monday of the month): _____

I choose to be paid the regular rate set out in Article 13.01(b) OR

I choose to be paid the Loading/Unloading wage ret set out in this Article 13.01(d)

My performance from the Rate Change Date of last month (first Monday of last month) was: _____

Your rate of pay for the month starting on the current Rate Change Date will be:

Regular: \$ _____/Hour

OT: \$ _____/Hour

Double: \$ _____/Hour

Employee Signature: _____ Date: _____

HR/Site Manager Signature: _____ Date: _____

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 Collective Agreement and the Company may, at its discretion, pay an employee at a higher rate than the one required by this classification.

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

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 rate.

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 one dollar and fifty cents (\$1.50) 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 (1) 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

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 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 not justified.

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 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 serious disciplinary measures.

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.

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 Federal Government.

The Company will provide one hundred and fifty (150 \$) dollars as reimbursement for safety boots every contractual year and such reimbursement shall be made within thirty (30) days of the employee providing supporting receipts to the Company. Employees are responsible for ensuring that the safety boots will be CSA Standard approval. The Company will continue to provide security vests, safety glasses and work gloves.

Article 15 Casual Employee

15.01 Definition

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.

15.02 Notification of Absence

- (a) Employees who are absent must give the Employer two (2) hour 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.
- (b) The provisions of Article 3.05(f) shall apply to casual employees as well, with the applicable distinctions.

15.03 In Case of Laid Off

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

15.04 Time Card

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

Where a digital time keeping system is in place, casual employees will also be provided with a personal identification number (PIN) and will be subject to the same rules and requirements as other employees.

15.05 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 union monthly dues with respect to all such persons.

15.06 Subject to Collective Agreement

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

15.07 Maximum Time to Use of a Casual

The Employer agrees that he can use casual labour person up to a maximum of nine (9) months of work. Once the casual labourer has reached the nine (9) months of work, he will automatically become an employee of International Logistics Solutions Canada, Inc. and will join the Union as per Article 4 of the present Agreement.

Casual labourers shall be held to the same work standards as unionized employees, including as it relates to the completion of the tasks involved in their classifications, including, but not limited to: application of glad hand locks, jackstands and chocks, stacking tires with the labels facing outwards, completing paperwork on how many tires have been loaded/unloaded.

Article 16 Union Bulletin Board Privileges

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

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

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 executor. The latter's expenses will be paid by the insurer.

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 shift or regular working hours, the employee shall then be reimbursed at his regular hourly rate for all time spent for said medical examination.

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

19.01 Premium

The Company will pay the following amount as per the following grid:

January 18th, 2025: \$265.00 plus taxes
January 18th, 2026: \$272.00 plus taxes
January 18th, 2027: \$279.00 plus taxes

The payment will be made monthly for the duration of the Collective Agreement for every employee eligible to the current insurance company established in the Union.

Subject to the terms and conditions of the applicable plan(s), employees become eligible after completing their probationary period as specific in Section 8.01 of the present Collective Agreement, and continue to be eligible provided that they hold a position regularly scheduled to work a minimum of twenty-four (24) hours per week. Employees' adherence to the insurance plan is compulsory.

Any amounts owing beyond those amounts indicated in the first paragraph of the present article shall be the sole responsibility of the employee. Such amounts will be deducted from the employee's pay and shall be submitted to the current insurance company established in the the Union.

19.02 Clerical Administration/Company Responsibility

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

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

19.03 Unemployment Contributions' Reduction

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

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

20.01 Payment as of their Arrival to Work

All employees covered by this Collective Agreement shall be paid their regular rate from the time they report to work as requested by the Company's 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.

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 contrary is given to the employee by the company to 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 this 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 to 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 the 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.

20.03 Call-in Pay

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.

20.04 Time for Meal

- (a) 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) 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.
- (b) For employees working on the weekend shift, provided they work, at least, eight (8) hours on the day in question, they shall be entitled to two (2) fifteen minute breaks paid which shall be taken towards the middle of the first-half and second-half of their shifts. In addition, these employees shall be entitled to an unpaid meal period of thirty (30) minutes that is taken around the middle of the shift. Where an employee works less than eight (8) hours but, at least, four (4) hours on the day in question, the employee shall be entitled to one fifteen minute paid break.
- (c) For employees working on the weekend but on overtime, these employees shall be entitled to the same number of and the same time-periods for breaks as the employees contemplated in the previous paragraph subject to the same conditions contemplated in the first paragraph.
- (d) In both cases set above, any employee who works three (3) hours beyond the end of their scheduled shift shall be entitled to an additional paid break of fifteen (15) minutes paid at the end of the day worked.

20.05 Sanitary Facilities and Meal Room

The Company shall maintain its sanitary facilities, kitchenettes where meals can be eaten and a suitable rest room where the drivers 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.

20.06 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 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.

20.07 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 this 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.

20.08 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.

20.09 Proper 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 impolite language is brought to their attention.

20.10 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.

20.11 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.

20.12 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.

20.13 Nullity of a Particular Article Shall Not Affect the Whole Collective Agreement

- (a) The nullity or invalidity of an 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.

20.14 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 employee:

- (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.

20.15 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 WSIB, according to the provincial laws in effect.
- (b) In such cases, the employee shall have to sign the form issued by the WSIB.
- (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.

20.16 Letter of Confirming Employment

When an employee leaves his employment for any reason whatsoever, the Company undertakes is committed to give him a letter of reference in order to allow him to find employment with another employer.

20.17 Instructions in the Employee's Native Tongue

Any instructions 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.

20.18 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.

20.19 Pay and benefits for work at another location

Any employee working at another location of the Company will be paid his hourly rate or the hourly rate of the other location, whichever is greater. Moreover, the employee shall be reimbursed for his travel expenses as well as his meal and lodging expenses and, if necessary, the rental of a car, the whole in accordance with the Company policy regarding expenses.

20.20 Alienation or Company ownership transfer

In the event of the permanent closing of the Establishment, the Company and the Union agree to negotiate in good faith with regard to severance benefits for terminated employees.

Article 21 Accidents and Damages

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 his 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

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. If the employee is required to go to another office to complete the accident report, he must then be paid for the time taken. Failure to comply with this provision shall subject the employee to disciplinary measures from the Company.

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 a medical certificate be provided by the employee, the Company shall reimburse the employee eighty percent (80%) of the cost of obtaining the medical certificate. The Company shall reimburse the cost of the medical certificate within the ten (10) working days following the presentation of 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.

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 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 31st of each year, a list with all employees' names, address and telephone numbers.

Article 23 Company's Responsibility and Maximum Security at Work

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 Agreement

24.01 Inconsistent Null and Void

It is mutually agreed that all the conditions of employment agreed upon at 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

25.01 Terms and Conditions

The Company shall create for each employee who has completed, at least, one (1) year of service a Registered Retirement Saving Plan which shall provide the following:

The Company will pay the following monthly amounts for every employee eligible for the duration of the Collective Agreement, the said amount will be paid into the employee's Individual Registered Retirement Saving Plan and which plan shall be administered by a third party selected by the Employer:

- February 2025: \$44
- February 2026: \$47
- February 2027: \$47

Article 26 Leave of Absence

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 Duration of the Agreement

27.01 Duration

This Collective Agreement will be enforced as of the date of its signing and will terminate on January 17, 2028. However, the salaries provided for in Article 13(a) and (b) will be retroactive to January 18, 2025, subject to the specific retroactivity language found at Article 13.01(b).

27.02 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 one hundred and twenty (120) days and not less than ninety (90) days before the expiry of the present Agreement.

It is agreed that both parties shall start negotiations for the future Collective Agreement, ninety (90) days before the termination of the present Agreement.


27.03 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.

IN WITNESS HEREOF, the parties have signed at London, Ontario, this 24th day of January 2025.

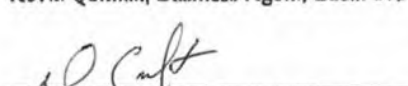
FOR THE COMPANY

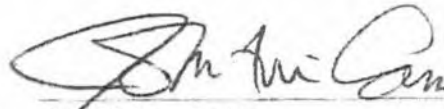

Chris Apple, Vice-President Operations


Glen Warren, Site Manager

FOR THE UNION


Kevin Quinlan, Business Agent, Local 879


Darren Croft, Shop Steward, Local 879



John McCann, President



Jay Ross, Secretary Treasurer

LETTER OF AGREEMENT
No. 1

BETWEEN

THE CANADA COUNCIL OF TEAMSTERS


AND

INTERNATIONAL LOGISTICS SOLUTIONS CANADA, INC.
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 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.

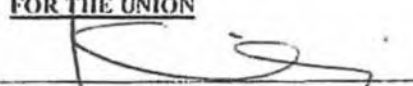
IN WITNESS WHEREOF, the parties have signed at London, Ontario, this 24th day of January 2025.

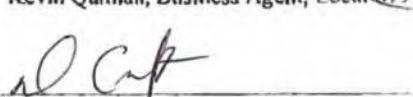
FOR THE COMPANY

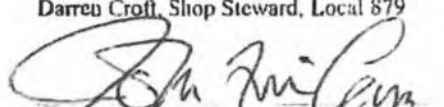

Chris Apple, Vice President Operations



Glen Warren, Site Manager

FOR THE UNION


Kevin Quinlan, Business Agent, Local 879


Darren Croft, Shop Steward, Local 879


John McCann, President


Jay Ross, Secretary Treasurer

**LETTER OF AGREEMENT
No. 2**

BETWEEN

THE CANADA COUNCIL OF TEAMSTERS

AND

**INTERNATIONAL LOGISTICS SOLUTIONS CANADA, INC.
AZ OR CLASS 1 DRIVE PERMITS**

It is understood if at any time during this Agreement that International Logistics Solutions Canada, Inc. brings on drivers who are required to have Commercial Driver's License 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, International Logistics Solutions Canada, Inc. reserves the right to negotiate a separate bargaining agreement for these drivers.

IN WITNESS HEREOF, the parties have signed at London, Ontario, this 24th day of January 2025.

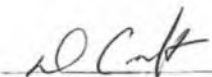
FOR THE COMPANY

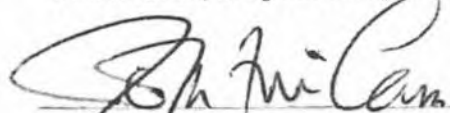

Chris Apple, Vice-President Operations



Glen Warren, Site Manager

FOR THE UNION


Kevin Quinlan, Business Agent, Local 879


Darren Croft, Shop Steward, Local 879


John McCann, President


Jay Ross, Secretary Treasurer

LETTER OF AGREEMENT

No. 3

BETWEEN

THE CANADA COUNCIL OF TEAMSTERS

AND

**INTERNATIONAL LOGISTICS SOLUTIONS CANADA, INC.
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 (\$0.05) per hour for which wages are payable hereunder, for each employee covered by this Collective Agreement.

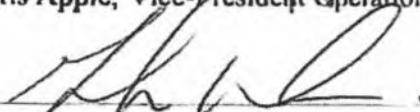
Payment of said funds shall be made to the Local Union Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.

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

IN WITNESS HEREOF, the parties have signed at London, Ontario, this 24th day of January 2025.

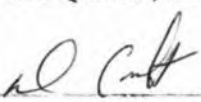
FOR THE COMPANY

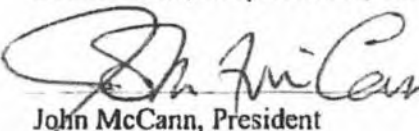

Chris Apple, Vice-President Operations

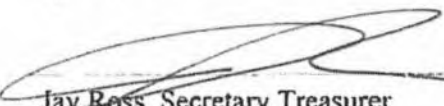

Glen Warren, Site Manager

FOR THE UNION


Kevin Quinlan, Business Agent, Local 879


Darren Croft, Shop Steward, Local 879


John McCann, President


Jay Ross, Secretary Treasurer

**LETTER OF AGREEMENT
No. 4**

BETWEEN

THE CANADA COUNCIL OF TEAMSTERS

**AND
INTERNATIONAL LOGISTICS SOLUTIONS CANADA, INC.
MONTREAL**


The Company agrees to maintain the Company's practice of requesting annually that employees provide their first three (3) assignment preferences. The Company undertakes to consider the employees' stated preferences, by seniority, at the beginning of each shift and for the subsequent assignments.

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 cannot 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.

Nothing in the present Letter shall be construed to allow any employee to claim any specific piece of machinery as their own or to claim any set of specific duties as their own.

IN WITNESS HEREOF, the parties have signed at London, Ontario, this 24th day of January 2025.

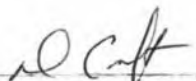
FOR THE COMPANY

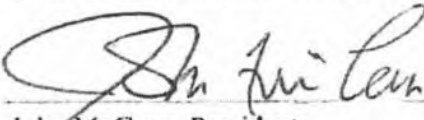

Chris Apple, Vice-President Operations

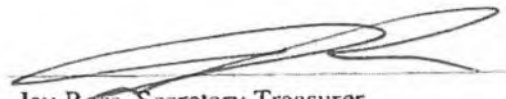

Glen Warren, Site Manager

FOR THE UNION


Kevin Quinlan, Business Agent, Local 879


Darren Croft, Shop Steward, Local 879


John McCann, President



Jay Ross, Secretary Treasurer

LETTER OF AGREEMENT

No. 5

BETWEEN

THE CANADA COUNCIL OF TEAMSTERS

AND

INTERNATIONAL LOGISTICS SOLUTIONS CANADA, INC.


UNDERSTANDING REGARDING OVERTIME

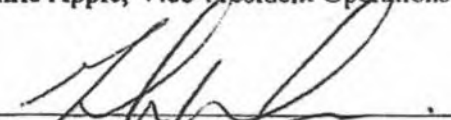
The employees shall be allowed to be available for a minimum of one (1) hour for overtime and will have the right to a maximum of fourteen (14) hours of work per day.

At each three (3) hours of additional time, the employees will be entitled to a fifteen (15) minutes break.

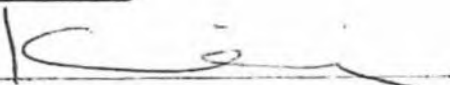
IN WITNESS HEREOF, the parties have signed at London, Ontario, this 24th day of January 2025.

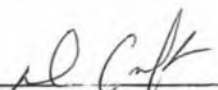
FOR THE COMPANY

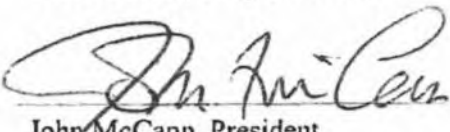

Chris Apple, Vice-President Operations


Glen Warren, Site Manager

FOR THE UNION


Kevin Quinlan, Business Agent, Local 879


Darren Croft, Shop Steward, Local 879


John McCann, President


Jay Ross, Secretary Treasurer

LETTER OF AGREEMENT
No. 6
BETWEEN
THE CANADA COUNCIL OF TEAMSTERS
AND
INTERNATIONAL LOGISTICS SOLUTIONS CANADA, INC.
STUDENTS

The Collective Agreement applies to students except if it is modified by the provisions which follow:

1. The Hiring of Students

The employee must provide proof of course enrolment within an institution.

The services provided by students are either on a regular or irregular basis in order to form tasks determined by the Employer.

However, a student is not hired for the purposes of becoming a permanent, seasonal or temporary employee.

2. Seniority

A student will not acquire seniority and consequently Article 8 will not apply.

3. Change of Status

The Employer can accept that a student employee becomes a permanent or seasonal employee. As of such a decision by the Employer and with notice to the Union, the probationary period commences to accumulate in conformity with Article 8 of the Collective Agreement and, as well, the schedule at Article 13.01(a).

The hours worked as a student does not count for the purposes of Article 15.07 of the present Collective Agreement.

4. Hours of Work

Handwritten signature and initials in the bottom right corner of the page.

The student does not benefit from any guaranty as to the scheduling of work, the work schedule nor as to the hours of work.

5. Rate of Pay

The student shall receive the minimum rate of salary provided for in Article 13.01(a) of the Collective Agreement.


6. Statutory Holidays

The student shall receive statutory holidays in conformity with the *Canada Labour Code*.

7. Students cannot be hired by way of personnel/placement agencies.

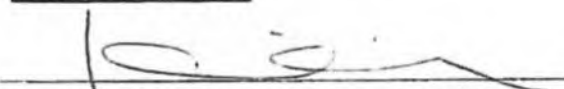
IN WITNESS HEREOF, the parties have signed at London, Ontario, this 14th day of January 2025.


FOR THE COMPANY

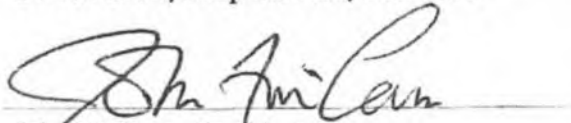

Chris Apple, Vice-President Operations



Glen Warren, Site Manager

FOR THE UNION


Kevin Quinlan, Business Agent, Local 879


Darren Croft, Shop Steward, Local 879


John McCann, President


Jay Ross, Secretary Treasurer

LETTER OF AGREEMENT

No. 7

BETWEEN

THE CANADA COUNCIL OF TEAMSTERS

AND

INTERNATIONAL LOGISTICS SOLUTIONS CANADA, INC.

PROGRESSIVE RETIREMENT PROGRAM

1. (a) The employee must minimally reach the age of sixty (60) and having fifteen (15) years of seniority or a combined factor of seventy-five (75) (between age and seniority).

The employee who wishes to take advantage of this Preretirement Program must complete the form required and submit it to his immediate supervisor before September 30 of each year.

- (b) The decision of the employee to benefit from this Preretirement Program is final and irrevocable after one (1) calendar month from the acceptance of the request.
2. (a) The date for the commencement of the Retirement Program is January 1 of each year.
- (b) The maximum duration of the Retirement Program is five (5) years. As well, the employee will be deemed to have resigned and taken his retirement five (5) years after the commencement of the program by the employee.
- (c) Commencing with the acceptance of the employee's request and during the entire duration of the Retirement Program, the employee cannot post on another position.
- (d) At the time of the complete retirement of the employee, the position originally held by the retired employee is posted according to the procedure set out in the Collective Agreement.
3. The maximum number of employees on the program:
- (a) A maximum of four (4) employees at the same time can be part of the Progressive Retirement Program. Selection shall be done on the basis of seniority. However, the four (4) employees are separated as follows:

Handwritten signature and initials in the bottom right corner of the page.

- (i) one (1) employee from within the group of the drivers and shunt; and
- (ii) three (3) employees from the other functional group.

4. The work week within the Progressive Retirement Program.

- (a) The work week of an employee who is part of the program will be reduced by one (1) or two (2) days, according to the choice of the employee.
- (b) The days which will be worked by the employee must be discussed and planned with the Employer. However, it is agreed that the days worked can be modified taking into consideration the amount of work, the projects and/or the work to be performed by the Employer.

5. Fringe Benefits

The participant in the Preretirement Program shall benefit from:

- (a) Holidays as provided for in the Collective Agreement on the condition that the employee is scheduled to work the day of the holiday.
- (b) The paid annual vacations according to the conditions and modality set forth in the Collective Agreement, that being, a percentage of his gross salary establishing in connection with his seniority.
- (c) As the right to his vacations is established by week, the employee who benefits from this program cannot obtain additional vacation days.

Example:

The normal week of an employee on progressive retirement having Monday and Friday off.

Monday	Tuesday	Wednesday	Thursday	Friday
Off	Work	Work	Work	off

The vacation week of an employee on progressive retirement :

Monday	Tuesday	Wednesday	Thursday	Friday
Vacation	Vacation	Vacation	Vacation	Vacation

Handwritten signature and initials in the bottom right corner of the page.

- (d) The payment of the Employer to the RRSP shall continue to apply according to the conditions and terms of the Collective Agreement.
- (e) The absences approved and provided for in the Collective Agreement are granted provided that the days chosen coincide with scheduled work days.
- (f) The Insurance Program is maintained and shall continue to apply according to the conditions and terms set out in the Collective Agreement.
- (g) However, the provisions of this present agreement, union fees and the other payments made by employees will be done in conformity with the other provisions of the present Collective Agreement.

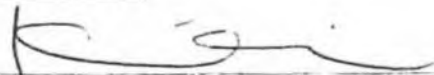
IN WITNESS HEREOF, the parties have signed at London, Ontario, this 27th day of January 2025.

FOR THE COMPANY

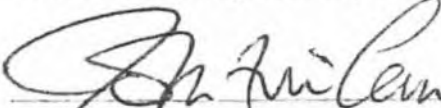

Chris Apple, Vice-President Operations



Glen Warren, Site Manager

FOR THE UNION


Kevin Quinlan, Business Agent, Local 879


Darren Croft, Shop Steward, Local 879


John McCann, President


Jay Ross, Secretary Treasurer

LETTER OF AGREEMENT

No. 8

BETWEEN

THE CANADA COUNCIL OF TEAMSTERS

AND

INTERNATIONAL LOGISTICS SOLUTIONS CANADA, INC.

**AGREEMENT REFLECTING THE DISTRIBUTION OF OVERTIME
PERFORMED PRIOR TO THE COMMENCEMENT OF THE SHIFT**

For the day of work, the distribution of overtime to be performed prior to the commencement of the shift will be done according to seniority pursuant to the list of all bargaining Unit employees without regard to the hours of availability or to the shift of the available employee.

The distribution of overtime prior to the shifts will be confirmed by the procedure already in place (by the employee's signature). If the employee available before his shift is absent during the procedure process, the management will contact the employee by telephone in the presence of a permanent employee, to advise the employee that he is needed. The permanent employee, witnessing these calls, shall so certify by signing to that effect. The available employee will confirm his presence at the time of the call. The available employee who does not answer within twenty (20) minutes of the call cannot claim the overtime if, he is available, he can still be refused if he shows up without having answered the call. The company undertakes to compensate any employee for the hours which were not attributed to him following a violation of the present Agreement.

The employees classified as Material Handlers as of the date of the signature of the collective agreement will be offered the choice of working in one of the following classifications:

- a) Audit & Label;
- b) Forklift;
- c) Material Handlers.

Based on the new classifications created under the present collective agreement, the Employer will determine the number of employees required within each one of these classifications. Employees will then be asked, in order of seniority, provided that they are qualified to perform the required work, to select their new classification. However, it is understood that once a classification has been fully staffed, the remaining employees will be required to choose between the remaining classifications.

Handwritten signature and initials in the bottom right corner of the page.

In addition, employees will select their classification while, at the same time, remaining on the shift to which they are presently assigned.


For the purposes of greater clarity, employees will be expected to be able to fulfill the following functions within the specific classification and any other functions that may be required by the Company:

Classification	Functions
Audit & Label	Audit, quality. MSPN, scanning, labelling, shipping labels
Forklift	Picking tires with miscellaneous machinery and putting tires away FSA movements FSA and cycle counting Returns Clamp truck for PL tires GC & AG BLR Branding Docker Banding tires Overhead crane operator
Material Handler	Loading and unloading tires by hand


IN WITNESS HEREOF, the parties have signed at London, Ontario, this 14th day of January 2025.


FOR THE COMPANY

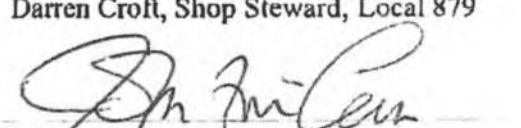

Chris Apple, Vice-President Operations



Glen Warren, Site Manager

FOR THE UNION


Kevin Quinlan, Business Agent, Local 879


Darren Croft, Shop Steward, Local 879


John McCann, President



Jay Ross, Secretary Treasurer

LETTER OF AGREEMENT

No. 8

BETWEEN

THE CANADA COUNCIL OF TEAMSTERS

AND

INTERNATIONAL LOGISTICS SOLUTIONS CANADA, INC.

POLICIES PART OF THE COLLECTIVE AGREEMENT

The following policies are considered part of the Collective Agreement, as amended from time to time by the Company (such amended policies will be communicated in a timely manner to the Union):

Canada Attendance Policy 2021 (Unionized Employees)

POLICY – Zero Tolerance Drug & Alcohol Policy

POLICY – Promoting a Violence-Free and Harassment-Free Workplace

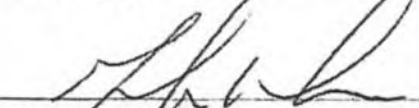
POLICY – Vacation Scheduling

IN WITNESS HEREOF, the parties have signed at London, Ontario, this 24th day of January 2025.

FOR THE COMPANY

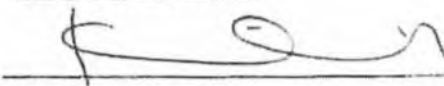


Chris Apple, Vice-President Operations

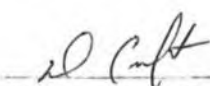


Glen Warren, Site Manager

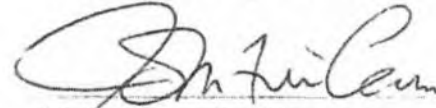
FOR THE UNION




Kevin Quinlan, Business Agent, Local 879



Darren Croft, Shop Steward, Local 879



John McCann, President



Jay Ross, Secretary Treasurer