

COLLECTIVE LABOUR AGREEMENT

INTERVENED BETWEEN

TEAMSTERS QUEBEC, LOCAL 106

hereinafter referred to as THE “UNION”

AND

**ALLIED SYSTEMS (CANADA) COMPANY
(staff employees)**

**hereinafter referred to as THE “COMPANY”
and/or the “EMPLOYER”**

Effective November 1st 2009 until October 31st, 2012

COPIE CERTIFIÉE CONFORME

Par: *Alban*.....

Date: *3/12/2010*.....

03386(10)

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UNION OF PUBLIC EMPLOYEES OF ONTARIO

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IMPORTANT NOTICE

THIS DOCUMENT IS AN ENGLISH TRANSLATION OF THE ORIGINAL FRENCH COPY OF THE COLLECTIVE LABOUR AGREEMENT. IT IS AGREED THAT IF, DURING THE TERM OF THIS AGREEMENT, INTERPRETATION PROBLEMS OR PROBLEMS CAUSED BY TYPING ERRORS AND/OR TRANSLATIONS SHOULD ARISE, THE FRENCH VERSION SHOULD PREVAIL, AT ALL TIMES, DUE TO THE FACT THAT THIS AGREEMENT HAS BEEN NEGOTIATED TOTALLY IN FRENCH.

ARTICLE 1

PREAMBLE AND RECOGNITION

1.1 The intent and purpose of this collective labour agreement shall be to promote and improve industrial and economic relations in the industry, to establish and maintain discipline and efficiency, and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment, which will render justice to all.

1.2 The parties hereto desire to cooperate in establishing and maintaining proper and suitable conditions in the industry, to provide methods for fair and peaceful adjustment of all disputes which may arise between them and to foster goodwill, friendly relations and better understanding between the parties.

ARTICLE 2

BARGAINING UNIT

2.1 The employer recognizes the union as the sole bargaining agent for its employees covered by the certifications granted to the union (Montreal and Quebec), except for the categories mentioned on the said certifications.

ARTICLE 3

MANAGEMENT RIGHTS

3.1 The parties recognize that the employer has the right to manage its business and govern its company and generally use all prerogatives of usual practice for a good administration and provided that this right is not used against the stipulations of the present agreement. Without restricting the generality of the above, the employer has the right to hire, transfer, fire, suspend and generally manage its employees, take disciplinary measures for the employees that are not efficient or not honest, for careless or dangerous driving, voluntary insubordination or for all violation of the rules and regulations or for any other reasonable matters,

provided that the proof is the employer's responsibility for the said matter and also provided that there is no discrimination towards the employees.

3.2 The parties recognize that the employer has also the exclusive right to make, alter or modify or enforce rules and regulations to be observed by employees, not inconsistent with the terms of this agreement.

ARTICLE 4

STRIKES & LOCKOUTS

4.1 During the term of this agreement, there shall be no lockout by the Company or any strike, sit down, work stoppage or suspension of work, either complete or partial, for any reason by the employee.

4.2 It shall not be a violation of this agreement and it shall not be cause for discharge or disciplinary action in the event an employee refusing to cross a legal picket line, providing the Local Union notifies the company in writing that a legal strike is in progress.

ARTICLE 5

UNION SECURITY

5.1 All employee shall, as a conditions of employment, become members and maintain their membership in good standing for the duration of this collective agreement.

5.2 Any new employee shall, as a condition of employment become and remain a member in good standing after the completion of his probationary period. The employer shall deduct from the salary of each employee after the completion of his probationary period, the amount due for his initiation fees in a twenty-five dollars (\$25.00) payment per month. However, as of his first pay, he must pay dues as established by the union.



5.3 The union secretary treasurer will provide the employer, a letter confirming the amount of the union dues, the initiation fees, the arrears, etc., to be retained for each employee. The employer deducts from the employees pay, all regular dues, special or arrears at the right moment according to the amounts indicated in the said secretary treasurer's letter.

5.4 The amount so deducted by the company from the pay of each employee according to the previous article shall be remitted to the union secretary treasurer on a monthly basis before the fifteenth (15th) day of the following month. These remittances must be accompanied with a list showing the name, address, and social insurance numbers. Beside each employee name, the employer must inscribe the amounts deducted during the month, indicating separately the said sums deducted for union dues and arrears.

5.5 The employer shall indicate the amount of annual union dues deducted on employees T4 slips and releve 1.

5.6 It will be the employer's responsibility to have all new employees sign a union membership card on the day they are hired. It is the employers responsibility to make sure that these documents are duly signed, and returned to the union with the next union dues remittance.

ARTICLE 6

PREREQUISITES AND SPECIAL CONDITIONS APPLICABLE TO UNION DELEGATES AND OFFICERS

6.1 The company acknowledges the right of the union to appoint one (1) union delegate for each terminal for the employees and, if the operations are such that it cannot be covered by one union delegate, additional union delegates may be appointed. The union delegates duty shall in no way conflict with his duty to his employer and he shall be held responsible for quantity and quality of work as other employees except for the time used to fulfill his union delegates duty at the employer's premises.



6.2 The union will inform the company, in writing, of the name of any union delegate. The company shall not be asked to recognize any union delegate, until such notification from the union has been received by registered or certified letter.

6.3 In the event two (2) or more union delegates with equal qualifications apply for the same available work, seniority rules established herein will prevail.

6.4 Union delegates, except members of Executive committee, not to exceed two (2) for each employer, may be absent from work to attend union meetings at their own expense, providing that the company is given a minimum of two (2) days verbal notice, confirmed in writing, by the union of such absence. In the event of an emergency, such verbal notice shall be given no later than the day before the said absence.

6.5 The company agrees to grant to all present or future union delegates a leave of absence during the term of the present agreement and this, to work for the local union as a condition that the union has given notice to the employer for such leave of absence and this, fifteen (15) working days in advance. These employees will retain and cumulate seniority with their respective company. Such leave of absence shall be revocable upon seventy-two (72) hours notice by the employee.

6.6 A local union representative shall be allowed to enter the company's premises to deal with the administration of this agreement provided he first notifies the person in charge of his presence and provided he will not interfere in work.

6.7 The company will notify the union, within a twenty-four (24) hour delay mail, certified mail or telegram immediately upon the suspension or discharge of a union delegate. Failure of the company to comply with this procedure shall render the dismissal or suspension and void.

6.8 Wherever possible, grievances shall be processed during the normal working hours of the union delegate. A union delegate shall receive his regular rate of pay for the time used to



discuss grievances and application of the present collective labour agreement with the company, during his regular working hours.

6.9 The union delegate shall be granted time to assist to negotiation sessions with the union, and this, without salary losses.

6.10 The employer agrees to grant three (3) days with pay per calendar year to each union delegate designated by the union for the purpose of union training. Such leaves shall only be granted upon request of the union president or the business agent.

6.11 The union delegate will be paid for one (1) hour per month for each employee he/she represents, and this, for a maximum of ten (10) hours per month.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 Difference in interpretation or violation of any one of the stipulations of this agreement by the company, or any employee(s) covered by this agreement, as well as any other complaint pertaining to working conditions shall be considered a grievance, provided it is submitted in writing within seven (7) calendar days, except as otherwise specifically provided for in this agreement.

7.2 First step

The concerned employee(s) shall first discuss the grievance with the department supervisor or other immediate supervisor, whose decision should be rendered within two (2) working days. The employee may be accompanied by a union delegate or a union representative if he so desires.

7.3 Second step

Failing an answer or satisfactory settlement, the employee shall submit the grievance, in writing, to the manager or his responsible representative. At this stage, the employee shall be

accompanied by a union delegate or a union representative, providing they are available. The company's representative must render a decision within five (5) working days. The delay prescribed in article 8.2 will apply starting as of the date the employer will render his decision relatively to the grievance.

7.4 In the event the union has a grievance, it shall be the union's responsibility to inform the employer, in writing, within seven (7) calendar days following the date of the presumed violation of the collective agreement; and by such written notice, must organize a meeting with the duly authorized union business agent and the general manager or his representative. If the parties do not obtain satisfactory settlement, the grievance shall be submitted to arbitration as specified in article 8.

7.5 It is understood that neither parties in this collective agreement may conclude any settlement or contract with employees which may interfere with the terms and provisions of this agreement.

7.6 Except for the delays provided for in article 7.1 and 7.4, which are final deadlines, all the other delays mentioned in the present article are only procedure delays and their non respect may not be invoked before an arbitrator to prevent him to hear the merit of the grievance.

7.7 All grievance settlement shall be paid within ten (10) days following the said settlement.

ARTICLE 8

ARBITRATION

8.1 Failing settlement of the grievance after the described steps have been exhausted, the grievance shall than be submitted to arbitration depending on the jurisdiction set out in the union's certificate mentioned in this agreement, and the following rules shall apply.

8.2 The party submitting the grievance shall notice the other party in writing, within ten (10) days after the end of step 2, of his intention to submit the grievance to arbitration.



8.3 Before submitting the grievance to arbitration, the dispute may, by mutual consent and within the seven (7) working days following the completion of the second step, be brought, in writing, to the attention of the joint grievance Committee, established by the company and the union. Unless the situation is without merit, the joint grievance Committee will return a decision which is final and binding upon the parties and will have the same judicial powers as an arbitration tribunal, established on the following articles. This joint grievance Committee will consist in four (4) persons, two (2) selected by the employer and two (2) selected by the union.

It is agreed that, in the selection of the representatives, the company will not name a representative from the involved company nor will the union name a representative from the local union involved.

It is further agreed that in the event where the joint grievance Committee is incapable of rendering a majority decision, the party forming the grievance may, within the seven (7) working days of the date where the joint grievance Committee declares a situation without merit, and if he is not willing to withdraw the grievance, proceed to arbitration as described in the following articles.

8.4 Within ten (10) working days of the notice mentioned in the foregoing sub-paragraphs 8.2 and 8.3, the two (2) parties shall meet to agree on the choice of an arbitrator.

8.5 If, within the aforesaid ten (10) working day period, the parties do not meet or do not agree on the choice of an arbitrator, the party that submits the grievance shall, within five (5) working days after the expiration of the ten (10) working days period, apply before the Federal or Provincial Minister of Labour to have him appoint an arbitrator.

8.6 The decision rendered by the arbitrator shall be final and executory and will be binding both parties.

8.7 All monetary grievances which are mutually agreed upon or decided by arbitration, shall be paid to the concerned employee within ten (10) working days following the agreement



or reception of the arbitrator's decision or according the employee's pay.

8.8 a) In the case where an employee has been suspended or dismissed, and that his grievance was sustained partly or entirely following a settlement or a decision rendered by the employer or an arbitrator, he shall be reinstated to his former position without loss of seniority, within three (3) working days from the date of settlement or of receipt of the decision rendered by the arbitrator.

b) The arbitrator will have the power to render any and all decisions, including the power to reduce or increase disciplinary measures. However, he may not submit a decision which is incompatible with the dispositions of this agreement, nor change, alter or amend any part of the agreement. The arbitrator must render his decisions within thirty (30) calendar days following the hearing with both parties.

8.9 It is agreed that the parties shall share equally the expenses and costs of the arbitrator.

8.10 The delays outlined in the present article are not final delays and their non respect may not invoked before the arbitrator to keep him from hearing the grievance. In cases of dismissal, the delays must under no circumstances exceed sixty (60) calendar days.

ARTICLE 9

SEVERANCE PAYMENTS TO EMPLOYEES

9.1 The company shall pay to dismissed employees or otherwise leaving the service of the company, all wages due to them, including earned vacation, as soon as possible, but no later than ten (10) working days from the severance date.

9.2 The dismissed employees thus leaving the service of the company whose severance was effected away from their home terminal shall be returned to the said terminal by means of a company vehicle or other transportation facilities to be supplied by the company within twenty-four (24) hours of their dismissal.

9.3 In case of an employment ending, the employee will receive all benefits granted according to the Canadian Labour Code.

ARTICLE 10

BULLETIN BOARD

10.1 The company agrees to the posting of notices for union meetings or functions and the current collective agreement, on a bulletin board, supplied by the company for that matter. The bulletin board will be to the exclusive use of the union (union delegate) and the employer.

ARTICLE 11

IEC EXAMINATION

11.1 All employees shall promptly undergo to any medical examination required by the company, provided, however, that the company shall pay the costs of such examination. The company reserves itself the right to chose its own medical examiner and doctor and the union may, at its own expenses, have an employee re-examined.

11.2 When a medical examination is required by the company, the following conditions shall apply:

- a)** If the employee undergoes a medical examination during normal working hours, he shall be paid for the time lost; thus, he will suffer no loss of salary because he had to submit to a medical examination;
- b)** If a medical examination is required after working hours, the employee will receive an amount of fifteen dollars (\$15.00) and shall in such case, receive a notice of at least three (3) working days before the said appointment.

11.3 An employee that suffers from an accident while working and has returned home or his directed to the hospital or needs medical treatment shall be paid his full day wages for the rest of



his working day. If afterwards the employee must leave work for a period of time within his normal working day to receive additional medical treatments required by the CSST doctor, in such case, the employee will be paid according to CSST law.

11.4 a) If an employer requests a medical certificate for an employee, this certificate shall be paid by the employer upon receipt.

b) The employer may ask for a medical certificate to the employee(s) that are absent frequently or for more than five (5) consecutive days for illness or injury.

ARTICLE 12

SENIORITY

12.1 a) The purpose of seniority rules is to provide a policy governing lay-offs, recalls, promotions and work distribution.

b) Seniority will be retained by terminals in each of the following classifications:

Category 1: Dispatcher (Quebec)

Category 2: Clerk (Quebec)

Category 3: Janitor

12.2 Concerning work distribution, senior employees have preference in their respective classifications, however this shall not allow him to choose the work to be accomplished.

12.3 a) Those who are promoted to supervisory positions or to positions not subject to this agreement, will retain their seniority after their promotion for a period of 180 calendar days. It is understood that such permission of 180 calendar days may be extended by mutual consent between the union and the company.

b) If for any reason he is demoted, or if the promoted employee mentioned in paragraph 12.3 a) voluntarily requests

reinstatement to his former position, time served in a supervisory position shall be included in his seniority rating.

c) Such employee promoted to a supervisory position shall forfeit his right to the grievance procedure as outlined in this agreement, if he is dismissed while such a position beyond the jurisdiction of this agreement.

12.4 New employees shall be considered probationary until they are added to the seniority list. An employee will be added to regular seniority list after he has worked for the employer for a period of sixty (60) working days effectively worked in any consecutive six (6) months period. During this period he may be dismissed or disciplined without recourse to the grievance or arbitration procedure. Upon completion of the said sixty (60) working days effectively worked within any six (6) consecutive month period, the employee will be added on the regular seniority list starting as of the beginning of his last six (6) month period effectively worked.

12.5 An employee's employment shall be terminated and he shall lose his seniority standing and his name shall be removed from the seniority list for any of the following reasons:

- a)** If an employee voluntarily quits.
- b)** If an employee is dismissed and is not reinstated pursuant to the grievance procedure as provided in this agreement.
- c)** If an employee has been laid-off and cannot be reached by telephone or by personal contact in presence of another union member; the employer will notify the said employee, by registered mail at his last known address, to return to work and no more than seven (7) consecutive days will be given to him starting from the delivery date of the notice to return to work or of the postal notice of the said notice to return to work. It shall be the employee's responsibility to keep the company informed at all times as to his current address and telephone number.

- d)** If an employee overstays a leave of absence granted by the company without securing an extension in writing of such leave of absence, or if he takes employment other than that declared and agreed upon when applying for the leave of absence.
- e)** If an employee is laid-off and not recalled to work for a period extending beyond twenty-four (24) consecutive months;
- f)** If an employee is absent from work for more than three (3) consecutive working days excluding sickness or injury. In case of sickness or injury, the employee shall provide a medical attestation upon employers request.

12.6 When the company has two (2) or more shifts, it is understood that normal seniority shall prevail for the day shift, in other words, those with lesser seniority shall be called upon to work the night shift. However, when openings occur, the employee with the most seniority shall choose the shift he prefers as long as his choice is compatible with the requirements of management for maintaining an efficient work force.

12.7 At every six (6) months, on March 1st and October 1st, the employer shall forward to the union's business agents a seniority list including the employees name, their hiring date, their social security number, their classification, their address and phone number.

Another list including the employee's name, hiring date and classification shall also be posted at the same date on the bulletin board. Copy of such list shall be given to the union delegate.

12.8 Leave of absence of more than thirty (30) days will not be granted as long as a written request is not submitted to the union and company and mutually agree.

The employer shall not terminate employment of a worker because the said worker has lost his driving license.

The employees shall benefit from a parental leave and this as stipulated in the Canadian Labour Code.

12.9 In the event of a merge between “Allied Systems (Canada) Company” and any other Quebec car carrier company during the terms of the present collective labour agreement, “Allied Systems (Canada) Company” agrees to also merge the seniority list for the employees governed by the present collective agreement.

ARTICLE 13

STATUTORY HOLIDAYS

13.1 List of Statutory holidays (consistent with Ontario office agreement):

Except:

- St-Jean Baptiste Day (Quebec only)
- The Civic Holiday (Ontario only)

13.2 Hourly rated employees shall be paid eight (8) hours' pay at their appropriate hourly rate for the above-mentioned holidays providing:

- a) They have been in the employ of the company for thirty (30) calendar days;
- b) They have not been laid off or on leave of absence for a period longer than thirty (30) calendar days prior to the holiday;
- c) They have not been absent from work due to sickness or injury for a period longer than six (6) months prior to the holiday.

General holidays and vacations are considered as time worked.



13.3 If an employee is required to work on one of the General Holidays as listed above, he shall be paid for such time worked on the following basis:

- a) Hourly rated employees shall be paid for all time worked on the General Holiday at the rate of double time the regular hourly rate of pay for all hours worked between 12h01 a.m. and 00h00 (midnight);
- b) This pays shall be in addition to the General Holiday pay as set out in Section 13.2.

13.4 Where an employee has not qualified for the Christmas statutory holidays by working in the thirty (30) day period prior to the holidays, he shall qualify for the Christmas statutory holidays on the basis of one (1) day's statutory holiday payment for each month in which he has worked since the beginning of the year to a maximum of six (6) days.

ARTICLE 14

VACATION

14.1 All employees with less than one (1) year's employment shall receive vacation pay in accordance with the Canada Labour Standards Code.

14.2 All employees who have completed one (1) year's employment by November 30th in any year shall receive two (2) weeks vacation with pay.

14.3 Employees who have completed five (5) year's of continuous employment by November 30th of any year shall receive three (3) weeks vacation with pay. However, if an employee has not completed his fifth (5th) year of continuous employment when taking his vacation, the pay for the third (3rd) week shall be delayed until his fifth (5th) anniversary date of employment.

14.4 Employees who have completed ten (10) year's of continuous employment by November 30th of any year shall receive four (4) weeks vacation with pay. However, if an

employee has not completed his tenth (10th) year of continuous employment when taking his vacation, the pay for the fourth (4th) week shall be delayed until his tenth (10th) anniversary date of employment.

14.5 Effective vacation year 1980, employees who have completed fifteen (15) years of continuous employment by November 30th of any year shall receive five (5) weeks vacation with pay. However, if an employee has not completed his fifteenth (15th) year of continuous employment when taking his vacation, the pay for the fifth (5th) week shall be delayed until his fifteenth (15th) anniversary date of employment.

14.6 Effective vacation year 1980, employees who have completed twenty (20) years of continuous employment by November 30th of any year shall receive six (6) weeks vacation with pay. However, if an employee has not completed his twentieth (20th) year of continuous employment when taking his vacation, the pay for the sixth (6th) week shall be delayed until his twentieth (20th) anniversary date of employment.

14.7 Effective vacation year 1980, employees who have completed twenty-five (25) years of continuous employment by November 30th in any year shall receive seven (7) weeks vacation with pay. However, if an employee has not completed his twenty-fifth (25th) year of continuous employment when taking his vacation, the pay for the seventh (7th) week shall be delayed until his twenty-fifth (25th) anniversary of employment.

14.8 a) Vacation pay for those enjoying two (2) weeks, three (3) weeks, four (4) weeks, five (5) weeks, six (6) weeks, and seven (7) weeks vacation with pay annually shall be calculated at four per centum (4%), six per centum (6%), eight per centum (8%), ten per centum (10%), twelve per centum (12%), and fourteen per centum (14%), respectively of their total earnings for the previous vacation year.

b) In calculating earnings for percentage vacation payments, the previous vacation pay within the twelve (12) month period will be calculated.

14.9 Employees who are qualified for two (2), three (3), four (4), five (5), six (6) or seven (7) weeks vacation and who sever or have severed their employment after they become qualified for two (2) weeks, three (3) weeks, four (4) weeks, five (5) weeks, six (6) weeks, or seven (7) weeks vacation as the case may be, shall receive at the date of the severance or as soon as reasonably possible thereafter, vacation pay computed at the rate of four per centum (4%), six per centum (6%), eight per centum (8%), ten per centum (10%) twelve per centum (12%), fourteen per centum (14%) respectively, of their earnings in the current vacation year.

14.10 Any of the General holidays as listed in Section 13.1 falling within an employee annual vacation period, will be paid for at the rate of a normal day's pay as set out in Section 13.1, and provided the employee is qualified for General Holiday pay in accordance with Section 13.1. An employee shall be entitled to an extra day's vacation for any of the General Holidays occurring within his vacation period, the pay that shall be subject to the above condition.

14.11 The choice of vacation periods shall be by seniority in each department and the Company guarantees that all employees wishing to take their vacation during the months of May, June, July, August and September shall be allowed to do so. It shall not be mandatory, however, for employees choosing their vacation periods in other than the summer vacation period shall be allowed to do so in accordance with their departmental seniority. The Company will have each employee come into the manager's office in order of seniority to sign for the time he would like for his vacation. The final vacation schedule shall be posted by the Company not later than April 1st of each year. Summer vacation periods shall be May, June, July, August and September inclusive. Employees qualified for more than three (3) weeks during the recognized summer vacation period. It will be an obligation for the employees to take their vacation between February 1st and January 31st of the following year. Two (2) employees or more will have the possibility to take vacation at the same time, providing that the concerned employees are not in the same department. The departments are defined as follows: dispatch, general office and caretaker. St. Therese shall be considered a separate department for the purposes of



this clause. By the application of this article, and for example, one (1) employee from the dispatch department can take his vacation at the same time as an employee from the general office department.

14.12 Vacation pay shall be computed ending June each year and paid to employees not later than July 15th. Employees going on vacation before July 15th shall receive pro rated vacation pay.

14.13 Employees who have lost time as a result of being on Workers Compensation, Sickness & Accident and/or Long Term Disability will be considered to have earned their regular rate of pay for such time lost for the computation of vacation pay. This only applies to employees who have worked in excess of thirty-five per cent (35%) of a working vacation year and have not received the equivalent of forty (40) hours pay for each vacation week. This provision shall not apply to employees leaving the employ of the employer.

14.14 Employees who are qualified for three (3) or four (4) weeks vacation may use two (2) of those weeks to offset days lost due to Workers Compensation, Weekly Indemnity or Sickness days.

Employees who are qualified for five (5) or more weeks' vacation may use three (3) of those weeks to offset days lost due to Workers Compensation, Weekly Indemnity or Sickness days.

14.15 Employees having four (4) or more week's vacation shall be entitled to use one (1) of those weeks in increments of one (1) day. It is understood that employees exercising this option must secure approval at least two (2) weeks in advance of the date they wish to take as a vacation day.

ARTICLE 15

WORKING HOURS AND OVERTIME

15.1 For the dispatchers and dispatching clerk, the normal work week shall be forty (40) hours, based on five (5) consecutive days of eight (8) hour shifts. The first shift of the week will start no later than Monday at midnight (00h00).

The hours worked after eight (**8**) hours in a shift or forty (40) hours in a week shall be paid at the rate of time and one-half ($1\frac{1}{2}$) the employees hourly rate of pay. After eleven (11) hours of work, the employees shall be paid double time their regular rate.

The call guaranty for the dispatchers and dispatching clerks will be of eight (**8**) hours. If an employee reports late to work, the call guaranty will be reduced according to the time he was late.

15.2 A bonus of fifty-five cents (\$0.55) will be paid for all worked hours on shift except for the shift starting between 6h00 a.m. and noon (12h00) inclusively.

The shifts scheduled by the parties and described within the present shall not be changed unless the company has given a one week notice.

This will not prevent the employer from distributing overtime work before or after the regular shift of the employee and this, in order to cover for the absence caused by sickness or other absence matter.

15.3 a) For office general employees of Allied Systems Canada Company, the normal work weeks shall be one of forty (40) hours, based on five (5) consecutive days of eight (8) hour shift from Monday to Friday.

All hours worked after eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of time and one-half (1%) the regular hourly rate of pay.

The call guaranty for the office general employees of Allied Systems Canada Company will be eight (8) hours. If an employee reports late to work, the call guaranty will be reduced according to the time he was late.

b) A bonus of fifty-five cents (\$0.55) per hour will be paid to the office general employees for all worked hours on shift except for the shift starting between 6h00 a.m. and noon (12h00) inclusively.

15.4 The employees will be allowed a rest period of fifteen (15) minutes paid in the first half ($\frac{1}{2}$) of their working shift. Unless otherwise advised by the parties, these employees will be allowed a half and hour ($\frac{1}{2}$) meal period without pay that shall be taken between the third and the fifth hour of their working shift.

15.5 In the week of a statutory holiday, the working week will be reduced from the hours paid for each statutory holiday. All worked hours during the week in addition of the said regular hours reduced will be paid at the rate of one and a half ($1\frac{1}{2}$) the regular hourly rate.

15.6 There will be no pyramidal salary and no duplication of the forecast of the agreement. If more than one forecast concerning the payment of premiums, the higher amount will prevail.

15.7 All employees will receive one week notice in the case of a lay off; if they are not informed, they will be receiving one week of salary.

15.8 In the case of dispatch, overtime shall be offered in seniority order, in the case of general office, overtime will be offered according to seniority among the qualified employees that usually accomplish the work and such employees will be paid at the rate of one and a half ($1\frac{1}{2}$) time the regular rate for the work authorized on Saturday. After eight (8) hours worked on Saturday and Sunday, the employees will be paid double time and this shall apply for the shift starting on Saturday and Sunday. There will be a recall guarantee of four (4) hours for the work authorized on Saturday and Sunday.

15.9 Employees of dispatching classification will be paid at the rate of one and a half ($1\frac{1}{2}$) of the regular rate for work authorized and accomplished on Saturday. After eight (8) hours worked on Saturday and Sunday, the employees will be paid double time and this shall apply for the shift starting on Saturday and Sunday. There will be a recall guarantee of four (4) hours for the work authorized on Saturday and Sunday.

The above-mentioned premiums will not apply for the hours worked by an employee on a regular shift starting at 10h00 p.m. on Sunday or after.

15.10 Notwithstanding the above, in each case of overtime work and at the request of the employee, the company may, at its discretion, authorize the conversion of the overtime; in compensatory holiday proportionally to the rate the employee must be paid. In such cases, the compensatory holiday is determined after agreement between the employee and the company and shall be taken before the 1st of December of each year.

ARTICLE 16

HEALTH AND WELFARE

16.1 As stipulated in the collective labour agreement representing the unionized office employees of Ontario.

16.2 The premium for the health and welfare plan is entirely paid by the employer but will be according to the collective labour agreement of the unionized office employees of Ontario, with the same level of benefits.

16.3 The company guarantees the regular salary for the employees receiving weekly indemnity (health and welfare) to a maximum of five (5) weeks.

16.4 Sick leave

Employees shall earn a half day (4 hours pay) each month in which they work at least five (5) days and may accumulate these sickness days to a maximum of six (6) per contract year.

When absent on a regular workday due to illness, it is the responsibility of the employee to request payment if an earned sickness day.

Any unused sickness days shall be paid out at the employee's prevailing rate of pay on the 2nd pay period in November of each year.

ARTICLE 17

SALARY RATES AND CLASSIFICATIONS

17.1 Allied Systems Canada Company agrees to pay and the union agrees for the duration of this agreement, the classifications and the hourly rates applicable as stipulated in Appendix "A" of the agreement.

ARTICLE 18

PAID CHECK

18.1 Employees will be paid by deposit on Thursday following the completion of the weekly period of pay. A slip will separately be issued for adjustments in order to ease their preceding and this, each Thursday. These adjustments will be paid by direct deposit on Friday following the pay day.

18.2 In the event an employee did not have the opportunity to submit the adjustment before the Thursday pay day, such adjustments will be processed, in detail, for the next period of pay with the exception of the amounts exceeding fifty (\$50.00) dollars that will be immediately paid by manual check.

18.3 The company will paid to the employees leaving the company, all wages that are due to such employees including acquired vacation, statutory holidays, etc., as soon as possible, but no later than the day following the pay day.

ARTICLE 19

COST OF LIVING

(consistent with the Ontario agreement)

ARTICLE 20

GENERAL WORKING CONDITIONS

20.1 All hourly rated employees covered by this agreement shall be paid at their regular rates from the time they report for duty as requested by the company.

20.2 All employees covered by this agreement shall personally punch their time cards indicating the time they start and the time they finish.

20.3 Any employee which work is not included in the bargaining unit shall not accomplish work that is included in the said bargaining unit except in case of emergency when work must be accomplished and no qualified employees are available to do the work.

20.4 Any employer having more than three (3) employees shall have a punch clock.

20.5 a) Wherever rest rooms and wash rooms are available, it is agreed that such rooms will be kept clean by the employer. Employees using these rooms shall cooperate with the employer to maintain the said rooms in clean conditions and shall follow the sanitary rules in force.

b) The employer agrees to provide all the necessities to the employees to wash themselves, including hot water, soap and towels.

c) Employer agrees to provide drinkable water to his employees.

20.6 Day off for death

In case of a death in the employees immediate family, the employee which has completed his probationary period (immediate family being limited to: father, mother, spouse,

common law spouse, brother, sister, adoptive parents, adoptive son, adoptive daughter, son, daughter, daughter in law, son in law, mother in law, father in law, sister in law, brother in law, grandparents, grandchildren (related grandparents, legal guardian), the employee shall inform the company of such a death and the said employee will be paid three (3) days of eight (8) hours at his hourly regular rate when the day of the death and the day of the funerals occur between Monday and Saturday. When a Sunday is implicated, the third day for the pay will be the Monday.

If more time is required for any reason concerning the death, a leave of absence without pay will be granted by the company.

20.7 Upon request receipt will be issued to the employees when returning money to the employer.

20.8 If the employer orders an employee to follow a more specific training, such employees will not suffer from lack of regular salary for all time spent at this training.

20.9 If an employee is called or required to serve on jury duty or as a crown witness on his normal working day, the company agrees to pay eight (8) hours per day at the regular hourly rate. It is agreed that in the application of the present article, when an employee working on day shift is freed from his jury work four (4) hours before the end of his regular shift he shall report to work as soon as possible in order to prevail himself of his benefits. An employee working on night shift which would be called for an entire day for jury duty will receive the above benefits and will not be required to report to work that night. An employee working on evening shift which will be freed, from his jury duty before 12h00 shall report to work that evening on his regular working shift.

20.10 a) In the event the employer builds a new terminal, a space for parking for the employees shall be determined.

b) The employer shall collaborate with his employees in order to have their car engine started on cold temperature day.

20.11 The caretaker shall be reimbursed in full, upon presentation of a receipt for safety footwear. Shop coats will be provided for dispatchers when required.

20.12 A shift bid shall be conducted once annually for the dispatch classification only. This bid is to be conducted in September of each year.

ARTICLE 21

PENSION PLAN

21.1 The company and the local union agree that effective November 1st 2009, the company's contributions to the pension plan, as defined in this section 21, will be paid into the Teamsters Canadian Pension Plan – Local 106 miscellaneous Industries Division (called the Plan hereafter) for the duration of this collective agreement.

21.2 Effective November 1st 2009, the company shall contribute an amount of \$578.00 per month for each employee participating to the pension plan and who has worked any seven (7) days in that month whereas paid holidays and paid vacation shall be considered as time worked.

Effective November 1st 2009, each employee participating to the Plan shall contribute an amount of \$140.00 per month.

Note: The level of contribution shall remain consistent with the rates of contribution in the Ontario Office Agreement. Should the rate in the Ontario Office Agreement change, whether it be and increase or decrease, the rate of contribution in this agreement will also change to remain the same as the Ontario Office Agreement. This applies to both the employer and employee portion of the contribution.

21.3 The company will have to contribute to the Plan:

- a) For a regular employee: As from the first day after completion of the probation period;

- b)** For a non regular employee: As from January 1st which follows two calendar years during which he earned a salary at least equal to 35% of the maximum pensionable earnings for the reference year, as defined by the Quebec Pension Plan or as from the rehiring date if he is laid off after having satisfied the condition aforementioned;
- c)** When an employee is unable to work due to an occupational injury or illness, contributions will be made in accordance with the applicable code providing the employee pays his/her portion of the contribution.
- d)** When an employee is unable to work due to a non-occupational injury or illness contributions shall be made (consistent with Ontario agreement) providing the employee pays his/her portion of the contribution.

21.4 The company agrees to be bound by the terms, conditions and provisions of the agreement and Declaration of Trust establishing the fund and the Teamsters Canadian Pension Plan and fill duties and responsibilities of a participation Employer foreseen in this agreement and Declaration of Trust.

21.5 The company agrees to remit within twenty-one (21) days following the end of a month, the contributions required under the present collective agreement and a list of the employees' name for which contributions are paid.

21.6 The company will allow, at the request of the Plan's trustee that an auditor designated by the trustees can carry out an audit of the company's payroll system in order to ensure that the company remits to the fund all the contributions provided for by the terms of the collective agreement.

21.7 The company agrees to fill out the forms and provide all necessary information to the trustees and the Plan administrator which could be required from time to time for the proper administration and management of the Plan.

Moreover, it is understood that:

- The Plan is administrated by the Retirement Committee reporting to the Board of Trustees, as provided for by the Agreement and Declaration of Trust.
- According to the provisions of the Teamsters Canadian Pension Plan, the company cannot be held responsible for the benefits provided by the Plan nor to ensure its solvency beyond the payment of the contribution provided for in the collective agreement.
- The Teamsters Canadian Pension Plan and its fund must be registered in accordance with the provisions of Income Tax Act of Canada and in accordance to any other federal or provincial laws applicable to pension plans.
- In the event that the terms, conditions and provisions in the Agreement and Declaration of Trust of the Plan are in contradiction with certain clauses of the collective agreement, the terms of the collective agreement will prevail.

ARTICLE 22

WORK PROTECTION

22.1 a) In no time, the employer shall give work to sub-contractor, which work is usually accomplished by the employees covered by the certificate unless the present agreement allows it.

b) The company will maintain the number of employees actually in the bargaining unit with the actual level of business but if the level of service and/or requirements of the system increase or decrease to a level where changes are necessary, the company and the union shall meet to indicate if the said changes are essential.

ARTICLE 23




DURATION

23.1 This agreement shall become effective November 1st, 2009 and shall remain in full force and effect until October 31st, 2012 and annually thereafter in the event either party fails to give notice of their desire for amendments within the last sixty (60) days of the term of this agreement.

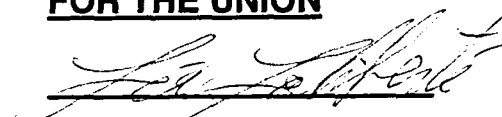
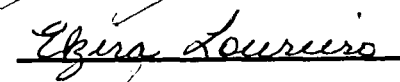
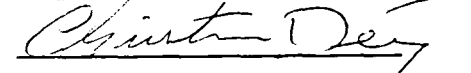
This agreement shall be binding on the parties hereto, their successors, administrators, executors and assigns.

IN WITNESS THEREOF, the parties have signed on 10['] day
of October 2010.

FOR THE COMPANY

FOR THE UNION

APPENDIX "A"

Appendix "A" being an integral part of this collective labour agreement.

As stipulated in article 17.1 of the present collective agreement, the hourly rate will be as follows:

Classification	November 1st 2009
Dispatcher	\$ 24.79
General office	\$ 23.40
Caretaker	\$ 18.34

NOTE: Changes in the rate of pay shall remain consistent with the rates of contribution in the Ontario Office Agreement. Should the rates in the Ontario Office Agreement change, the same percentage increase or decrease shall be applied to the rates in this agreement.

The above notwithstanding article 15.2 which does not apply for the "janitor" classification because of their normal work shift.

NOTE: All new employees will be paid twenty-five cents (\$0.25) less per hour than the above-mentioned rate, for the first sixty (60) days of their employment. The employees that change classification will be paid fifteen cents (\$0.15) less per hour for the first sixty (60) days in their new classification.

NOTE: All reference made to "Ontario collective agreement" means "the agreement of office employees of Ontario".