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COLLECTIVE AGREEMENT

between

ROADWAY EXPRESS INC.

Niagara Falls & Point Edward facilities
(hereinafter referred to as the Company)

and

CANADA COUNCIL OF TEAMSTERS

represented by

TEAMSTERS LOCAL UNIONS 879 & 880

affiliated with the
International Brotherhood of Teamsters
(hereinafter referred to as the Union)

Duration: May 2, 2008 to May 1, 2013

13528(02)

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ARTICLE 1 – PREAMBLE AND RECOGNITION

- 1.1 The purpose of the present Collective Agreement is to establish orderly relations between the parties, to set wage rates, hours of work and other working conditions for all the employees covered by this Collective Agreement as well as to promote good relations and a climate of cooperation between the Company and its employees represented by the Union.
- 1.2 The Company recognizes the Union as the exclusive bargaining agent for all employees of Roadway Express Inc. working in and out of the Niagara Falls and Point Edward facilities, excluding managers and those above the rank of manager.
- 1.3 Section Headings shall be used for the purpose of reference only and may not be used as an aid to the interpretation of this Agreement.
- 1.4 Where used in this Agreement, and where applicable, the male pronoun shall be deemed to include the female pronoun.
- 1.5 The Employer shall not contract out work or use non-bargaining unit employees to perform bargaining unit work.
- 1.6 Appendix “A” – Rates of Pay, attached hereto, shall form part and parcel of this Collective Agreement

ARTICLE 2 – UNION SECURITY

- 2.1 It is agreed that all Union members shall maintain their Union membership in good standing for the duration of this Agreement as a condition of employment.
- 2.2 All employees must, as a condition of their continued employment, authorize the Company to deduct Union dues from their pay in a manner and as directed by the Local Union as their financial contribution to the Local Union.
- 2.3 All employees shall, as a condition of continued employment, authorize the Company to deduct the amount equal to the Local Union’s Initiation Fees in instalments of twenty-five dollars (\$25.00) per pay period after the completion of the probationary period. This deduction shall continue until the Initiation Fee is paid in full. The

Company agrees to remit such monies so deducted to the head office of the Local Union along with a list of the employees from whom the money was deducted at the same time as the Union dues are remitted.

- 2.4 The Company agrees, for the duration of this Agreement, to deduct Union dues from all employees (*including probationary employees*) in a manner as directed by the Local Union and to remit such monies so deducted to the head office of the Local Union along with a check-off list of the names and social insurance numbers of employees from whom such monies were deducted not later than the tenth (10th) day of the following month. The Union may file a grievance with the Employer if contributions are not remitted by the date due.

In the event that a probationary employee fails to complete his probationary period, Union dues will be deducted from his final pay cheque.

- 2.5 The Union will notify the Company in writing of any arrears in dues caused for any reason or any arrears in initiation or re-initiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the Union dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than twenty-five dollars (\$25.00) per week. The Union will refund directly to the employee any such monies deducted in error along with confirmation of such refund to the Company.

- (a) The check-off form may be a pre-billing method, which shall provide a column for “Dues”, “Arrears in Dues”, “Initiation and Re-Initiation Fees”.

The Company shall each month add the name of each new employee hired on since the remittance of the previous check-off along with the starting date and the Company shall give an explanation alongside the name of each employee who appeared on the previous month’s check-off sheet for whom a remittance is not made for any reason.

- 2.6 The Union will supply the Company with Initiation Deduction Authorization forms, Application for Membership forms, Dues Deduction Authorization forms and Health and Welfare Enrolment forms, all of which shall be signed by all new employees on the date of hire. It will be the responsibility of the Company to ensure that all completed Application for Membership forms are returned to the Union. All forms shall be returned to the Union within seven (7) days from the date of hire.
- 2.7 The Company shall show the annual total of Union dues deducted each month on employee's T4 slips.
- 2.8 Each pay period of each month the Employer will contribute five (5) cents per hour for each hour worked by all bargaining unit employees, including but not limited to full-time, part-time, casual, students, probationary, etc., to the Teamsters Local Union No. 879 & 880 Union Advancement Fund. A separate cheque will be issued for these monies to the *Teamsters Local Union No. 879 & 880 Union Advancement Fund* and will be sent to the Local Union monthly at the same time as the Union dues and check-off lists are remitted.

ARTICLE 3 – MANAGEMENT FUNCTIONS

- 3.1 The Union recognizes the exclusive right of the Company to operate its establishment, machinery and equipment and to manage its undertakings as it sees fit, subject only to the restrictions imposed by law or by the provisions of the present Collective Agreement.

Without limiting the generality of the foregoing, the Union recognizes that it is the Company's right:

- a) to administer the Company, including the right to determine the number and location of facilities; to study and introduce new methods and processes, to increase or reduce its personnel, to modify its schedules of work;
- b) to demote, discharge, reprimand, suspend and discipline with cause;
- c) to maintain order, discipline, productivity and output;
- d) to hire or classify

In the exercise of its management rights, the Company shall comply with the provisions of the present agreement and the paragraphs above shall not deprive employees or the Union of the right to have recourse to the grievance and arbitration procedures provided for in the present agreement.

ARTICLE 4 – REPRESENTATION

- 4.1 Representatives of the Local Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement, provided they do not interfere with the normal operation of the Company. Visiting Representatives of the Local Union shall make their presence known to Local Management.

ARTICLE 5 – STEWARDS

- 5.1 The Company acknowledges the right of the Union to appoint the necessary Stewards but those Stewards shall be limited to one (1) Chief Steward and one (1) alternate per location. The Union will inform the Company in writing of the name of the steward and the alternate and of any subsequent changes. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.
- 5.2 Wherever possible, grievances shall be processed during the normal working hours of the Steward. In any event, a Steward shall receive his regular rate of pay when grievances or pending grievances are processed with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company. The provisions as outlined above are not subject to any hours of work provisions in this Agreement.
- 5.3 Should the Company find that a Steward's activities interfere with the normal course of his duties or the duties of other employees, the Company may contact a representative of the Local Union and/or register a grievance.
- 5.4 The Company will notify the Union by registered mail or facsimile prior to the suspension or discharge of a Steward. Failure of the Company to comply with this procedure shall render the dismissal or suspension null and void.
- 5.5 For the purpose of layoff, the Steward shall be established on the appropriate seniority list as "second". The Steward

however shall not use the Steward's seniority for the purpose of vacation preference, job openings or shift changes.

- 5.6 For the purpose of processing specific grievances or disputes, Business Representatives and Stewards shall have relevant time cards and personnel disciplinary records made available to them on request as soon as possible, but **in any event** not to exceed three (3) days, during the office hours of the Company.

ARTICLE 6-GRIEVANCE PROCEDURE & ARBITRATION

- 6.1 A grievance shall consist of a dispute concerning interpretation and application of any clause in this Agreement, alleged violations of the Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the Grievance Procedure and determined, if necessary, by Arbitration.

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

Step 1 – By a conference between the aggrieved employee and his immediate Manager. A Steward or a Business Representative shall accompany the griever. Failing settlement, the grievance must be submitted in writing to the Gateway Manager or his designate within 10 working days from the date of the alleged violation of the agreement or from the date that the alleged violation become known to the griever. The 10 day limitation provided shall not deprive an employee or the Union of the right to register a retroactive claim for Health and Welfare Benefits or Pension, where such premiums or benefits have not been paid in line with the provisions of this Agreement.

Step 2 – Failing settlement at the above step, the Gateway Manager shall render his decision in writing within five (5) working days and shall refer the grievance to and arrange a meeting between the Union and the Gateway Administrative Manager or his designate within the ten (10) working days following the date that the grievance was registered in writing. The meeting shall be held at the office of the employee unless otherwise agreed. The Gateway Administrative Manager or his designate shall render his

decision in writing within seven (7) working days from the date that the grievance was referred to him.

Should the parties fail to reach a satisfactory settlement in the preceding step, the grievance may be submitted to a Grievance Mediator under the provisions of the Canada Labour Code.

Step 3 – Failing settlement in the above cited steps the grievance may be referred to arbitration as hereinafter provided.

6.3 In the event the Union or the Company has a grievance, it shall be the responsibility of the grievor to advise the other party, in writing, within seven (7) calendar days of the alleged violation of the agreement and by such notification arrange a meeting within fourteen (14) calendar days between the Gateway Administrative Manager or his designate and a duly accredited principal officer of the Local Union or his designate. Should the parties fail to reach a satisfactory settlement, the grievance may be submitted to a Grievance Mediator under the provision of the Canada Labour Code and/or Arbitration as hereinafter provided.

6.4 Grievances dealing with discharges and suspensions shall be registered in writing within seventy-two (72) hours (*Saturdays, Sundays and General Holidays excluded*) from the time of the discharge or suspension and shall commence with Step 2 of the Grievance Procedure as outlined in Section 6.2.

6.5 **Arbitration**

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

- a) an employee grievance within fourteen (14) calendar days after the Gateway Administrative Manager or his designate has rendered a decision or failed to render a decision as provided for in Section 6.2 (b);
- b) a Company grievance within fourteen (14) calendar days after the meeting with the Union Representative;
- c) a Union grievance within fourteen (14) calendar days after the meeting with the Company's representative.
- d) The parties agree to utilize the services of a sole Arbitrator. A notice of intent to arbitrate shall contain

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the name of the grieving party's selection for sole arbitrator. Should the parties fail to agree upon a sole Arbitrator within thirty (30) calendar days from the date of the notice of intent to arbitrate, either party may request the Federal Minister of Labour to make the appropriate appointment.

- 6.6 The Arbitrator shall not have the right to alter or change any provisions of this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. The Arbitrator however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board. The Arbitrator's decision shall be final and bind the Company, the Union and the Employee(s) concerned.
- 6.7 Each of the parties hereto will equally bear the fees and expenses of the sole Arbitrator.
- 6.8 All monetary grievances that are mutually agreed upon shall be paid the following pay period, either by separate cheque or, in the alternative, the employee's regular cheque shall be accompanied by a written statement outlining the amount and grievance settlement involved.
- 6.9 Any employee covered by this Agreement when called into the Company's office for any discussion, which may result in disciplinary action or a grievance, may, upon request, be accompanied by a Steward or a Business Representative.
- 6.10 A grievance, once submitted in writing, shall not be withdrawn or settled when such withdrawal or settlement of such grievance is, in the opinion of the Union, not in concert with the provisions of this Agreement.
- 6.11 The time limits provided for in Article 6 are mandatory and may only be extended by mutual agreement between the Company and the Union.
- 6.12 All reprimands/disciplinary action will be removed from employees' personnel record after a period of twenty four (24) months from date of issuance.

Upon a request in writing, an employee may review his personnel file, in the presence of a Company representative and if he so chooses with his Union Representative.

Article 7 – DISCIPLINARY MEASURES

- 7.1 It is recognized that the imposition of discipline is the exclusive right of the Company. Verbal warning, written reprimand, suspension and discharge are the disciplinary measures susceptible of being imposed depending on the gravity or the frequency of the infraction in question.
- 7.2 Any employee covered by this Agreement when called into the Company's office for any discussion, which may result in disciplinary action, may, upon request, be accompanied by a Steward or a Business Representative.
- 7.3 The decision to impose disciplinary sanctions shall be communicated, in writing, to the employee within the five (5) working days of the employee's regular schedule following the incident or knowledge of such incident by the Company. This time period can be extended to ten (10) working days of the employee's regular schedule following notice by the Company to the Union Business Representative to the effect that additional time is required to complete its inquiry.

A written confirmation of discipline must state the reasons for the disciplinary sanction copied to the Union Business Agent and the shop steward. The employee shall sign a statement attesting receipt of the said confirmation. His signature does not constitute an acceptance of the disciplinary measure, but only receipt of the written confirmation.

ARTICLE 8 – STRIKES, LOCKOUTS & PICKET LINES

- 8.1 During the term of this Agreement there shall be no lockout by the Company or any strike, slowdown, sit down, work stoppage or suspension of work either complete or partial for any reason by the employees.
- 8.2 It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to cross a legal picket line.

ARTICLE 9 – SENIORITY

- 9.1 The purpose of seniority is to provide the order of layoffs, recalls, filling job openings in the bargaining unit, vacation scheduling, and the allocation of work as specifically provided for in this Agreement.

Separate seniority lists will be maintained for each location.

- 9.2 In all applications of seniority it is agreed that seniority will be subject to the qualifications of the senior employee to do the job available, and when this factor is relatively equal seniority shall govern.
- 9.3 The seniority list, containing the names and starting dates of employees will be prepared and posted on the bulletin boards in the office every three (3) months with sufficient copies for Stewards and Business Representatives. Seniority lists containing the names and addresses of employees as contained in the records of the Company will be prepared and forwarded to the Local Union office annually during September of each year.
- 9.4 An employee shall be considered probationary until placed on the appropriate seniority list. Such employee shall work under the provisions of this Agreement and shall be employed on a probationary basis for ninety (90) calendar days during which period he may be terminated or disciplined without recourse to the Grievance Procedure. The Company may not terminate such employee for the purpose of forcing an additional probationary period. Upon completion of the ninetieth (90th) calendar day, the employee shall either be terminated or placed on the appropriate seniority list as of the date of commencement of his probationary period.
- 9.5 Employees promoted to management positions or positions not subject to this Agreement will retain their seniority after promotion for a period of ninety (90) calendar days only. If demoted for any reason or if they voluntarily request reinstatement to their former position, the time served in the management position shall be included in their seniority rating. Such employee shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should he subsequently be discharged in such a position beyond the jurisdiction of this Agreement. This Article is to be applied only once for any employee during the term of this Agreement.

9.6 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 discharged and is not reinstated pursuant to the Grievance Procedure and Arbitration as provided in this Agreement;
- c) if an employee has been laid off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the employee cannot be contacted or is employed elsewhere, then the Company will notify the employee by registered mail or courier service to his last known address to return to work and he will be allowed no more than seven (7) consecutive days from the date of notification to report for duty;
- d) if an employee overstays a leave of absence granted by the Company and the Union 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 a leave of absence.
- e) if an employee is absent from work for more than three (3) consecutive working days without securing a leave of absence;
- f) if an employee is laid off and not recalled for a period extending beyond eighteen (18) months;
- g) if an employee officially retires;
- h) if an employee is laid off in excess of thirteen (13) weeks and requests his severance pay, he will be paid in accordance with the Canada Labour Code on the pay day following his request. Receipt of severance shall constitute termination.

9.7 The Company reserves the right, out of compassion, or if extenuating circumstances warrant, to grant a leave of absence. Should a leave of absence be for greater than thirty (30) days the Union shall be notified.

9.8 Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority provided the Company is

notified of such illness or injury. The employee shall produce medical evidence acceptable to the Company in support of any absence greater than three (3) days and shall immediately notify the Company when he is able to return to work.

Employees are entitled to the Child Care Leave and Maternity-related Reassignment and Leave provided for in the Canada Labour Code.

- 9.9 Any employee who is elected to a full time Municipal, Provincial or Federal government office shall be granted a leave of absence in order to allow him to fulfill his elected duties.

ARTICLE 10 – MERGERS

- 10.1 In any instance where a merger takes place or the Company purchases the operating rights of another Company, the seniority of the employees shall be decided by mutual agreement.

ARTICLE 11 – MOVEMENT OF WORK

- 11.1 Thirty (30) days prior to moving any work from any location covered by this Agreement, the Company shall advise the Union in writing. During the thirty (30) days prior to the movement of work, the parties shall meet and resolve what employees will be moved with the work. Employees who move under the provisions of this clause shall be slotted into the new location with their seniority. Employees moving under these provisions shall be given thirty (30) days notice or pay in lieu thereof.

ARTICLE 12 – LEAVE OF ABSENCE FOR WORK WITH THE TEAMSTERS UNION

- 12.1 In the event that the Union requires the services of one or more of its members as business agent, the employee(s) chosen shall have the right to a leave of absence without pay for an indefinite period after providing a minimum of five (5) days notice to the Company. The employee(s) shall continue to accumulate seniority during such a leave. An employee on such leave must advise the Company, in

writing, at least five (5) days in advance, of the date on which he will be returning to work as a regular employee.

ARTICLE 13 – MEDICAL EXAMINATIONS

- 13.1 a) A medical examination may be required by the Company in individual cases where there is reasonable justification and such medical examinations shall be promptly complied with by the employee provided, however, that the Company shall pay for all such examinations. The Company reserves the right to select its own medical examiner or physician. A report of the examination will be made available to the employee through the doctor designated by the Company.
- b) Wherever possible, any medical examination required by the Company must be taken during the employee's normal working hours, and in all such cases, the employee will be given a minimum of one (1) day's notice and will be paid for the time involved and thus not lose any pay as a result of his taking such medical examination. The Company shall provide transportation to and from any medical examination and any other expenses authorized by the Company shall be paid by the Company.

ARTICLE 14 – EXTRA CONTRACT AGREEMENTS

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

ARTICLE 15 – NEW CATEGORIES OF WORK

- 15.1 When new categories of work, for which rates of pay are not established by this Agreement, are put into effect, rates governing such categories of work shall be subject to negotiations between the parties. In the event of failure to reach agreement on such rates or on what constitutes new categories of work, the questions shall be referred to Arbitration as soon as possible.

ARTICLE 16 – BULLETIN BOARDS

- 16.1 The Company agrees to permit posting of any notices of Union meetings or functions on a separate Bulletin Board conspicuously placed and provided for that purpose.

ARTICLE 17 – GENERAL HOLIDAYS

17.1 The following General Holidays will be observed:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Day before Christmas
Christmas Day	Boxing Day
New Year's Eve	

17.2 When one of the observed General Holidays falls on a Saturday or Sunday, the day proclaimed by the Federal or Provincial Government shall be the day observed. If no other day is proclaimed, the employee shall be paid the General Holiday pay in accordance with the conditions outlined in Section 17.3 General Holidays falling on any day may be observed on a different day by mutual agreement between the Company and the Union.

17.3 All employees shall be paid one (1) days pay at the regular rate of pay based on a normally scheduled shift providing:

- a) they have been in the employ of the Company thirty (30) calendar days;
- b) they have not been laid off for a period longer than thirty (30) calendar days prior to the General Holiday;
- c) they have not been absent from work on the working day preceding and following the day of the general holiday unless prior permission has been granted for such absence.

17.4 General Holidays for day shift operations shall be the day proclaimed. Employees required to work on the General Holiday shall be paid time and one half (1 1/2) their normal rate of pay in addition to the General Holiday pay. This rate shall apply to the entire call-in guarantee plus any time worked over and above the guarantee.

17.5 All night shift employees shall enjoy general holidays in line with the following conditions:

- a) All holidays falling on a day other than Monday, the night of the holiday will be the general holiday. Any hours worked between 6:00 A.M. the day of the holiday and 6:00 A.M. the following morning shall be paid at time and one half (1 ½) the normal rate of pay in addition to the general holiday pay.
- b) In the case of holidays falling on a Monday, employees whose work week commences on Sunday or prior to 6:00 A.M. Monday, Sunday shall be their general holiday and their work week will then commence on Monday. Any hours worked between 6:00 A.M. Sunday and 6:00 A.M. Monday will be paid at time and one-half (1 ½) the normal rate of pay in addition to the general holiday pay.
- c) In the case of holidays falling on Monday, employees whose work week commences on Monday or prior to 6:00 A.M. Tuesday, Monday shall be their general holiday and their work week will then commence on Tuesday. Any hours worked between 6:00 A.M. Monday and 6:00 A.M. Tuesday will be paid at time and one-half (1 ½) the normal rate of pay in addition to the general holiday pay.

17.6 Where one or more general holidays fall during the vacation period of an employee, such employee may prolong his vacation by one (1) day for each such general holiday, providing that this one (1) day extension does not negatively impact the scheduling of vacation entitlement for other employees. Should the employee wish to prolong his vacation in the above described manner his intention to this effect must accompany his vacation preference submitted to the Company as outlined in Article 18.

In the alternative, an employee may either be granted a paid holiday at another time agreed upon with the Company or receive general holiday pay in lieu of paid time off.

ARTICLE 18 – VACATIONS WITH PAY

- 18.1 All employees with less than one (1) year of employment shall receive vacation pay in accordance with the regulations established under the Canada Labour Code.
- 18.2 Employees who have completed one (1) year of employment shall receive two (2) weeks' vacation with pay.

- 18.3 Employees who have completed five (5) years of employment by December 31st in any year shall receive three (3) weeks' vacation with pay; however, if an employee has not completed his five (5) years of employment when taking his vacation, the third (3rd) week shall be delayed until his fifth (5th) anniversary date of employment.
- 18.4 Employees who have completed twelve (12) years of employment by December 31st in any year shall receive four (4) weeks' vacation with pay; however, if an employee has not completed his twelfth (12) years of employment when taking his vacation, the fourth (4th) week shall be delayed until his twelfth (12th) anniversary date of employment.
- 18.5 Vacation pay will be calculated at two percent (2%) per week of vacation entitlement based on the employee's total earnings for the year previous.
- 18.6 Vacation pay shall be calculated and paid out as regular payroll at the time of taking the vacation.
- 18.7 Employees entitled to greater than 2 weeks of vacations shall be limited to taking two consecutive weeks of vacation until such time as all other employees have had an opportunity to select their preference for vacation. Should scheduling allow, any additional weeks can then be requested and approved.

Employees that have greater than two (2) weeks of vacation shall be allowed to take the remaining entitlement as single days, providing all eligible employees have had the opportunity to book their two weeks of vacation. (The provision regarding the percentage of employees on vacation shall apply).

For vacation not selected during the period outlined must be mutually agreed between the Company and the employee and will require a minimum of one week notice.

The choice of vacation periods shall be by seniority. Vacation preferences are to be submitted to the Company no later than March 30th of each year. The Company shall post the finalized vacation schedule by April 15th of each year and it shall remain posted for the remainder of the year. If an employee fails to designate his choice of vacation by March 30th, such vacation shall be scheduled at the Company's discretion.

- a) It shall be compulsory for all employees to take their vacations during the period from February 1st to January 31st.
- b) Vacation pay and General Holiday pay will be considered as earnings.
- c) Employees while on vacation cannot be called in to work.
- d) The Company agrees that a minimum of fifteen percent (15%) of the employees may be on vacation at any time.
- e) Upon termination of employment the vacation pay entitlement shall be paid not later than the next pay period following termination.

ARTICLE 19 – ALLOCATION & HOURS OF WORK

- 19.1 The Company shall have the authority to allocate and assign the work to employees having regard to the seniority of the employees, providing they have the skills and qualifications necessary.

Work schedules and daily hours of work shall be established and adjusted according to the needs of the company.

19.2 OVERTIME PAY

- a) Overtime at the rate of one and one half (1 ½) times the regular hourly rate shall be paid for all work performed after eight (8) hours per day/ forty (40) hours per week.
- b) If ten (10) hours shifts are established, overtime will be paid for all work performed after ten (10) hours per day/forty (40) hours per week.
- c) When General Holidays occur within the scheduled work week, the weekly limitations after which overtime shall be paid will be reduced by the number of hours paid for the General Holidays in accordance with Section 17.3. All time paid for employees called in on a General Holiday shall be paid at the appropriate overtime rate of pay, but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

19.3 BREAKS

- a) Employees will be entitled to a fifteen (15) minute break in the first half of their shift and a fifteen (15) minute break in the second half of their shift without loss of pay. Employees will be entitled to a thirty (30) minute unpaid break, to be taken between the 4th and 6th hour of their shift, during which they may leave the property.

Such break periods will be taken at a time agreed upon with the immediate Manager/Supervisor.

OVERTIME BREAKS

- b) When an employee is specifically requested to work overtime, he/she will be given a fifteen (15) minute break without loss of pay providing the overtime exceeds two (2) hours of work. For each subsequent period that exceeds two hours (2) of work an additional fifteen (15) minute paid break will be provided.

19.4 EXTRA WORK

Where the Company has extra work to be performed, such work shall be allocated to qualified personnel in the following manner:

- i) Firstly, by seniority amongst the employees present at work on the same shift where the need occurs.
- ii) Secondly, by seniority to the employees on the next available shift.
- iii) Thirdly, by seniority to off duty personnel.
- iv) Lastly, to casual employees.

Employees who are on-duty may not be compelled to work more than one (1) hour of overtime per day and off-duty employees may not be compelled to report for overtime work.

Overtime work shall be defined as hours worked in excess of eight (8) hours per day (10 hours per day if on a 4-10 shift) or / forty (40) hours per week or work done on a General Holiday.

19.5 CALL IN

Regular full time employees, covered by this agreement, who report to work for a scheduled shift, depending on the scheduled

shift, shall be guaranteed not less than eight (8) or ten (10) hours pay.

An employee who reports to work who is not scheduled to do so, at the request of the Company, shall receive the appropriate regular and/or over time rate for hours worked but in no case less than the equivalent of three (3) hours regular pay.

In the event a full time employee is requested to report before his/her regular shift all time prior to his regular starting time shall be considered overtime and shall be paid at the over time rate, however, he must complete his regular scheduled shift.

- 19.6 The company shall establish regular shifts for all employees, which shall not be changed without seven (7) days written notice. In the event that the change in start time is more than one (1) hour the employee shall be permitted to exercise their seniority to move to a shift with a more desirable start time. In the event of a proven operational emergency, shifts may be changed with less than seven (7) days written notice.

In seniority order, the first person affected shall have one (1) twenty four (24) hour period in which to make their selection.

The second employee affected, and any other affected employees, shall then be allowed to exercise their seniority to bump. All bumping shall be completed within forty-eight (48 hours) from the time the first person made their selection.

- 19.7 Senior personnel shall have the preference to work on the first five (5) days of the week to the extent that it is consistent with foregoing conditions.

19.8 ANNUAL SHIFT BID

On March 1st of each year the company will establish and post all shifts required.

- a) The shifts will be posted separately by location and will be limited to that location.
- b) Employees on the active seniority list will be called in order of their seniority to indicate their shift preference by March the fifteenth of each year, The new shifts shall take effect the first Sunday of April of each year.

ARTICLE 20 – JOB OPENINGS

- 20.1 Any shift vacancies within the bargaining unit, including temporary vacancies of a known duration of ninety (90) day or more, shall be posted for five (5) days in the location

where the vacancy exists. (Saturdays, Sundays and general holidays excluded.) This in no way restricts the Company from eliminating and/or modifying shifts which become vacant.

- 20.2 Employees who bid for such shift vacancies, on a form provided for by the Company, will be given the first opportunity to fill the shift on the basis of their qualifications and seniority. The name of the successful candidate shall be posted within two (2) days from the date the posting period expired.

ARTICLE 21 – MANAGER

- 21.1 The Company agrees that the function of Managers is primarily the management of employees. The work of Managers will not include assignments of work normally performed by employees in the bargaining unit except for the purpose of training and demonstration or to prevent a service failure. Managers will not perform bargaining unit work until after all reasonable efforts have been made to have the work covered by qualified bargaining unit employees, however, where it is necessary for management to perform bargaining unit work, as referenced in this clause, local management will so advise the local steward present.

ARTICLE 22 – PAY PERIOD

- 22.1 Employees will be paid by direct deposit no less frequently than weekly but no longer than bi-weekly. Friday shall be the normal payday. Should the normal pay day fall on a General Holiday the pay shall be deposited one (1) day prior. The present practice regarding pay information will be maintained.
- 22.2 The payroll week shall be from Sunday to Saturday. Saturday shifts that end after the midnight cut off shall be paid in the pay period that the shift commences.

ARTICLE 23 – PERSONAL DAYS

- 23.1 Regular full time employees who have one (1) full year of service as a full time employee shall be entitled to two (2) personal days in the following calendar year. Employees with a seniority date on or before June 30 shall be entitled to

one personal day in the calendar year following their first anniversary. For Employees with a seniority date on or after July 1, entitlement of personal days is in the following calendar year.

Personal days must be mutually agreed between the Company and the Employee and require a minimum of one (1) week's notice.

ARTICLE 24 – CASUAL HELP

24.1 A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. A casual may be either a replacement casual or a supplemental casual. Casuals shall not have seniority status and shall not be discriminated against for future employment.

24.2 The Company shall be allowed up to one hundred (100) hours per casual, for training purposes that shall not impact the allowable hours as outlined below.

Replacement casuals may be utilized by the Employer only to replace regular employees when such regular employees are off due to illness, vacation or other absences.

Supplement casuals may be used to supplement the regular work force as provided for herein:

- a) Supplement casuals may be used over and above the bid complement for a total of one hundred (**100**) hours per calendar month;
- b) If the Company uses supplemental casuals in excess of that which is provided in part a) above, the Employer will add one (1) probationary employee for each one hundred (100) hours violation.

24.3 A monthly list of all casual employees used during the month shall be submitted to the Local Union by the tenth (10th) day of the following month. Such list shall include:

- a) the name and address of each casual and the monthly dues;
- b) the Social Insurance Number of the casual;

- c) the hours worked by the casual;
- d) whether the casual worked as a replacement or supplemental.

ARTICLE 25 – HEALTH AND WELFARE

- 25.1 Should the government reinstate O.H.I.P. or implement a similar user-fee plan, the Company will pay the full premium costs, plus applicable taxes.
- 25.2 It is further agreed that the Company shall contribute three hundred and twenty five dollars (\$325.00) per month to the Teamsters Local Union Health and Welfare Plan for each eligible employee covered by this agreement effective May 2, 2008 without increase until May 1, 2009. On May 2, 2009, the monthly contribution will increase to three hundred and fifty dollars (\$350.00). On May 2, 2010, the monthly contribution will increase to three hundred and seventy five dollars (\$375.00). On May 2, 2011, the monthly contribution will increase to four hundred dollars (\$400.00). May 2, 2012, the monthly contribution will increase to four hundred and twenty five dollars (\$425.00).

To be eligible for the benefits as set forth in section 25.1 and 25.2, the employee must have attained seniority and:

- a) Must have reported for work at least one day in the month;
- b) Must not have been laid off for a period longer than thirty (30) calendar days;
- c) Must not have been absent from work due to sickness or injury for a period longer than six (6) months.

ARTICLE 26 – PENSION

- 26.1 Commencing on the first day of May, 2008, and on the first day of each month thereafter, the Company agrees to contribute to the Teamsters of Ontario Pension Plan, handled by joint trustees, an amount of two hundred and forty five dollars (\$245.00) per month for each regular full time employee covered by this agreement providing they have been a regular full time employee for a period of twelve (12) months and:
- a) Must have reported for work at least one day in the month;
 - b) Must not have been laid off for a period longer than thirty (30) calendar days;

- c) Must not have been absent from work due to sickness or injury for a period longer than six (6) months.

Effective May 1, 2009 the monthly contribution will increase to an amount of two hundred and seventy (\$270.00). Effective May 1, 2010 the monthly contribution will increase to an amount of two hundred and ninety five dollars (\$295.00). Effective May 1, 2011, the monthly contribution will increase to an amount of three hundred and twenty dollars (\$320.00). Effective May 1, 2012, the monthly contribution will increase to an amount of three hundred and forty five dollars (\$345.00)

- 26.2 The Pension Plan shall be administered by a Trust Company or any other agency that is legally entitled to perform such administration in the Province of Ontario, which the Trustees may decide from time-to-time.

ARTICLE 27 – GENERAL

27.1 Bereavement

In the event of a death in the employees' spouse or children, an employee shall be granted bereavement leave during the working days falling within the five (5) days immediately following that of the death.

In the event of a death in the employees' immediate family, an employee shall be granted bereavement leave during the working days falling within the three (3) days immediately following that of the death.

Immediate family shall mean, in relation to the employee, his spouse, his children, mother, father, brothers, sisters, in-law relationships, and grandparents.

An employee who has completed three (3) consecutive months of continuous service with the Company and who has the right to bereavement leave provided in article 27.1 shall be paid for such leave at the employee's regular daily pay.

The Company may require that an employee provide satisfactory proof of death in order to establish his right to be paid for the bereavement leave.

An employee may request to extend the time allowed for bereavement leave. Such time will not be unreasonably denied but will be unpaid.

27.2 Jury Duty

If an employee is called and is required to serve as a juror or as a crown witness on his normal working day, upon receipt of official documentation detailing any payment received, the Company agrees to pay the difference between the employee's regular daily pay and the amount of the jury duty or crown witness pay received.

27.3 Workplace Injuries

If an employee meets with an accident after starting work that incapacitates him from carrying out his duties, he shall be paid his regularly scheduled hours for that day, provided he is not in receipt of WSIB benefits for that day.

When an employee is injured at work, the Company undertakes to provide him with transportation, at the Company's expense, to the closest hospital or medical clinic, if the nature of the injury so requires. Should it be required, the Company commits to provide transportation home, for the employee, from the hospital or medical clinic.

27.4 Invalidating Legislation

In the event of legislation being enacted subsequent to the signing of this Agreement invalidating the application of any Article or Appendix hereto, the relative Section only of this Agreement shall be nullified. In such a case, the parties will enter into bargaining to arrive at a mutually satisfactory replacement for the invalidated provision.

27.5 Cooperation

The parties agree to cooperate in order to establish and maintain conditions and facilities conducive to ensuring proper health and safety at work for all employees.

27.6 Pay for Meetings

Where the Company requires an employee to attend Company meetings, the employee will be paid for all time spent in such meetings.

27.7 Termination of Employment

Employees who are discharged will have their discharge and reason confirmed in writing sent by registered mail or courier service to their last known address within twenty-four (24) hours (Saturdays, Sundays and General Holidays excluded) from the time of the meeting, unless the letter is provided during the meeting. Any monies owing will be calculated and paid on the next regular pay date.

27.8 Bonding

Should the Company require any employee to give bond, the premium involved shall be paid by the Company. The primary obligation to procure the bond shall be on the Company. If the Company cannot arrange for a bond for an employee within thirty (30) days, they must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If the proper notice is given the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements, standard premiums only on said bond to be paid by the Company. A standard premium shall be that premium paid by the Company for bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee.

Where an employee has been bonded and such bond is cancelled due to circumstances which occurred before the date of bonding, such cancellation will not be cause for discharge.

27.9 The Company agrees that training is desirable for both employees and the Company. In keeping with this, the Company agrees that whenever possible training will be provided.

Where the Company requires an employee to take further training, the employee will be paid for all time spent in training. The Company will be responsible for the costs of the training. Subject to pre-approval of the Company, reasonable expenses incurred by the employees while training shall be paid.

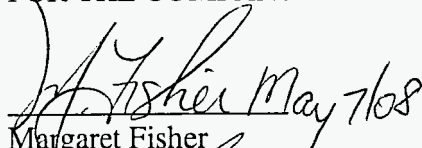
ARTICLE 28 – DURATION

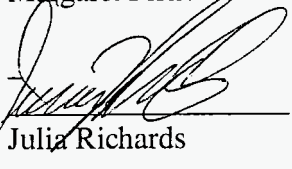
28.1 The term of this Agreement shall be from May 2, 2008, to May 1, 2013

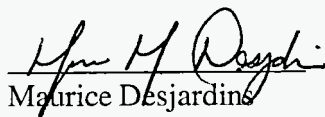
This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

Signed at _____, Ontario, this _____ day of _____ 20____.

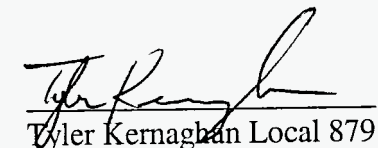
FOR THE COMPANY

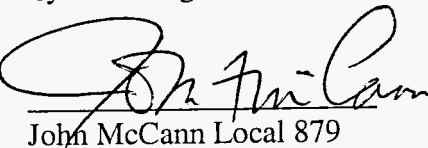

Margaret Fisher

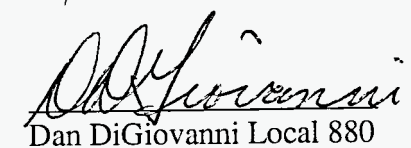

Julia Richards

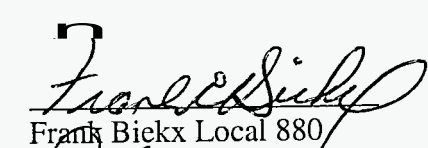

Maurice Desjardins

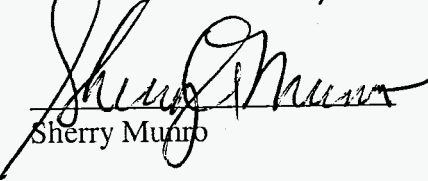
FOR THE UNION


Tyler Kernaghan Local 879


John McCann Local 879


Dan DiGiovanni Local 880


Frank Biekx Local 880


Sherry Munro

APPENDIX "A"

Rates of Pay

Customer Service Representatives

Effective the first pay period following May 2, 2008 \$17.23

Effective the first pay period following May 2, 2009 \$17.48

Effective the first pay period following May 2, 2010 \$17.73

Effective the first pay period following May 2, 2011 \$17.98

Effective the first pay period following May 2, 2012 \$18.23

Employees currently earning greater than the top of the new wage scale will be red circled. On June 1, 2008 red circled employees will receive a lump sum payment of \$1000.00 On June 1, 2009 red circled employees will receive a lump sum of \$250.00

Employees receiving the "red circle premium" shall have the option to direct these funds to an R.R.S.P.

	2008	2009	2010	2011	2012
0 – 3 mos	16.23	16.48	16.73	16.98	17.23
4 – 12 mos	16.73	16.98	17.23	17.48	17.73
Greater than 12 mos	17.23	17.48	17.73	17.98	18.23

Casuals at the 0 – 3 month rate.

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