

**Collective Agreement
Between**

Clarke Transport Inc

and

Teamsters Local 879

Begins:
07/01/2007

Terminates:
06/30/2012

13812 (01)

Source:

Employees:

Received by: fd

Date: 02/19/2008

Coded by:

Wages:

CHANGE OF ADDRESS

Dear Brothers/Sisters :

We require up-to-date addresses for all of our Teamster members. When you receive your Union dues receipt, if the receipt reads **BAD ADR** this means **BAD ADDRESS** or **INCORRECT ADDRESS**.

If your dues receipt reads **BAD ADDRESS**, or the address on the receipt *is incorrect*, please let us know by either mailing in a correct address to TEAMSTERS LOCAL NO. 879, 460 Parkdale Avenue N, Hamilton, Ontario, L8H 5Y2 or by calling the Hamilton office at:

(905) 547-3231 or 1-800-528-8879

Your assistance in this matter would be appreciated,

RECEIVED
19/02/09

ATTENTION

TEAMSTERS LOCAL 879 MEMBERS

It is extremely important that if you receive a job-related injury the following steps and recommendations be followed enabling the W.S.I.B. to process your reports in a timely fashion.

Important WSIB Information All Members Should Know:
How to Report an Incident and/or Accident

“Steps to Follow in Case of Injury”

1. **INCIDENT AND/OR ACCIDENT:** Report immediately to supervisor, (foreman) and union steward, If Doctor or health care professional suggest time off, get it in writing at the time it is recommended.
2. **REPORT INJURY PROPERLY:** Workers reporting incidents and/or injuries must always include: time, place, type and cause of injury, full names of witnesses and a full explanation of how the injury occurred and what they were doing.
3. **COLLECT WITNESS INFORMATION:** Have your witnesses write down what happened, date, time, and sign it. When reporting an incident and/or injury it is in your best interest to have a job steward or witness present.
4. **BE CONSISTENT IN YOUR REPORTS:** You have to fill out first-aid, employer, hospital admittance, emergency room doctors and your own doctors' reports. WSIB will receive copies of all reports.
5. **LET PEOPLE KNOW OF YOUR PAIN:** This helps document injuries that are not visible or seem inconsequential at the time.
6. **KEEP ALL CORRESPONDENCE:** Keep a journal of all conversations with WSIB. Keep short notes of what both parties have said. Take copies of all correspondence and keep a copy for your personal file.
7. **KEEP COOL:** When talking to the WSIB, stay cool. The Board documents all incidents

UNION DUES RECEIPTS

Please be advised that receipts for Union dues are sent to your Steward, generally the Chief Steward.

If you have not received your dues receipt, check with your Steward.

Should you have any questions in this regard, contact the dues department in the Teamsters 879 Hamilton office at 547-3231 or 1-800-528-8879.

MEMBER'S REMINDER

APPLICATION FOR WITHDRAWAL

Application for a withdrawal card must be filed with the Union office within ten(10) days by the member who has been laid-off, terminated or is discharged from the Company, including sickness, accident or leave-of-absence.

THIS IS THE SOLE RESPONSIBILITY OF THE MEMBER.

Members who fail to file an application for withdrawal with the Union office will immediately fall into arrears.

Should a member **return to work at any time** during this period the withdrawal application will become null and void, and if once again absent for work for any reason **must re-apply** for withdrawal.

Applications for Withdrawal are to be sent to:

TEAMSTERS LOCAL UNION NO. 879
460 Parkdale Ave. N.
Hamilton, Ontario L8H 5Y2
Phone: (905) 547-3231
Fax: (905) 545-4633

INDEX

ARTICLE		PAGE
1	PREAMBLE & RECOGNITION	1
2	UNION SECURITY	2
3	MANAGEMENT RIGHTS	5
4	DISCRIMINATION	5
5	STEWARDS	6
6	GRIEVANCE PROCEDURE & ARBITRATION	7
7	SENIORITY	12
8	STRIKES, LOCKOUTS & PICKET LINES	16
9	MERGERS	17
10	LEAVE OF ABSENCE FOR WORK WITH THE TEAMSTERS UNION	17
11	EXTRA CONTRACT AGREEMENTS	18
12	NEW TYPES OF EQUIPMENT & CATEGORIES OF WORK	18
13	BULLETIN BOARDS	18
14	EQUIPMENT	18
15	SAFETY & HEALTH	19
16	GENERAL HOLIDAYS	23
17	VACATIONS	26
18	ALLOCATION AND HOURS OF WORK	28
19	SUPERVISORS	32
20	STUDENTS	33
21	PART-TIME HELP	33
22	HEALTH & WELFARE	35
23	PENSION	37
24	GENERAL	38
25	DURATION	40
	APPENDIX 'A' - WAGE RATES	attached
	APPENDIX 'B' - RULES & REGULATIONS	attached

COLLECTIVE AGREEMENT

Between:

CLARKE TRANSPORT INC

(a division of Clarke Inc.)

(referred to as the "Company")

- and -

TEAMSTERS LOCAL UNION NO. 879

Affiliated with the

International Brotherhood of Teamsters

(referred to as the "Union")

ARTICLE 1 - PREAMBLE AND RECOGNITION

- 1.1 The Company does hereby recognize the Union as the sole and exclusive bargaining agent for all employees of Clarke Transport Inc., in the City of Kitchener, save and except supervisors, persons above the rank of supervisor, office and sales staff.
- 1.2 Should the Company relocate its facility within the jurisdiction of Teamsters Local Union No. 879, this agreement will remain in full force and effect at the new location.
- 1.3 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this 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 hired prior to the date of the signing of this Agreement must, as a condition of their continued employment, authorize the Company to deduct from their pay an amount equal to the Local Union's weekly dues (*bi-weekly at twice the weekly dues, if applicable*) for the duration of the Agreement as their financial contribution to the Local Union.
- 2.3 All employees hired 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 week 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 (names and social insurance numbers) 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 weekly dues (*bi-weekly at twice the weekly dues, if applicable*) from each employee's pay under the formula as prescribed by the Local Union, and shall remit such monies to the Local Union in the amounts so deducted under this provision no later than the fifteenth (15th) day of the succeeding month, listing the employees from whom such deductions were made and remitted. The check-

off list will include social insurance numbers and names of employees from whom such deductions were made and remitted.

An employee off work, for any reason, shall have Union dues deducted in double upon his/her return to work until the employee's dues are paid up-to-date, so that at the end of the year the employee has paid Union dues for 52 weeks (or the equivalent of his weeks of employment with the Company).

- 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 weekly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than the equivalent of one week's dues at the appropriate rate.
- 2.6 The Union will supply the Company with a supply of printed check-off forms 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 will 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.
- 2.7 The Union will supply the Company with Initiation Deduction Authorization forms, Application for Membership forms, Dues Deduction Authorization

forms, all of which shall be signed by all new employees on the day of hire. It will be the responsibility of the Company to ensure that all completed Applications 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.

- 2.8 The deduction of Union dues shall be made from every employee including, but not limited to, probationary employees. In the event that a probationary employee fails to complete his probationary period, Union dues will be deducted from his final pay cheque.
- 2.9 The check-off and cheque for the Union dues deducted must be in the office of the Local Union not later than the tenth (10th) day of the month following the month in which the monies were deducted. If the check-off and cheque have not arrived by the tenth (10th) day of the month, the Local Union Secretary-Treasurer will, by registered mail, so notify the delinquent company who will ensure that the Company remits the cheque within seven (7) days of receipt of the notification.
- 2.10 The Company shall show the yearly Union monthly dues deduction on employee's T4 slips.
- 2.11 Each pay period of the month the Employer will contribute one (1) cent per hour for each hour worked by all bargaining unit employees, including but not limited to full-time, part-time, casual, students, and probationary employees, to the Teamsters Local Union No. 879 Union Training Fund. **A separate cheque will be issued January 1st of each year to Teamsters Local Union No. 879 referencing the "Training Fund".**

ARTICLE 3 -MANAGEMENT RIGHTS

- 3.1 The Union recognizes that the Company has the right to manage the business, to exercise all of the prerogatives of management and without affecting the generality of the foregoing, it has the right to determine the size of and direct the work force, to extend or curtail operations and to hire and promote, except to the extent that the said rights and prerogatives have been specifically delegated to the Union or otherwise curtailed in this Agreement. The Company also has the right to discharge, suspend or otherwise discipline employees for just cause,

The Company may also make and alter from time to time rules and regulations which are just and fair. The rules and regulations will form part of this Agreement. The Company agrees that it shall provide stewards with a copy of those rules and regulations which are made or altered by the Company from time to time. In addition, the Company will provide stewards with reasonable advance notice on the establishment of new rules or on amendments to current rules.

- 3.2 The above clause shall not deprive the employee of the right to exercise the Grievance Procedure as outlined in this Agreement.

ARTICLE 4 -DISCRIMINATION

- 4.1 No person shall be refused employment or in any manner be discriminated against in accordance with the Canadian Charter of Rights and Freedoms.

- 4.2 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.

ARTICLE 5 - STEWARDS

- 5.1 The Company acknowledges the right of the Union to appoint or otherwise select one (1) Steward per shift. Should the operations be such as cannot be covered by one (1) Steward, additional Stewards may be elected or appointed.
- 5.2 a) Wherever possible grievances shall be processed during the normal working hours of the Steward. 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.
- b) If the Company representative is unable to meet the steward during the steward's normal working hours, the steward shall be paid at his regular rate of pay for all time spent during the processing of the grievance with the Company on the Company property or at any other place which is mutually agreed upon by both the Union and the Company.
- 5.3 The Union will inform the Company in writing of the name of the steward and any subsequent change in the name of the steward. The Company shall not be asked to recognize any steward until such notification from the Union has been received.

- 5.4 The Company will notify the Union, by registered mail or telegram or facsimile transmission 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 the second last man laid off. Where there is more than one (1) steward, the steward with the most seniority shall be the steward for the purpose of applying this clause.
- 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 within forty-eight (48) excluding Saturday, Sunday, and Holidays hours of their requesting same.

ARTICLE 6 - GRIEVANCE PROCEDURE & ARBITRATION

- 6.1 A grievance shall consist of a dispute concerning interpretation and application of any clause in this Agreement and alleged violation 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 by a conference between the aggrieved employee and his immediate supervisor. The griever must be accompanied by a Union Steward if he so desires.

Step 1

Failing settlement, the grievance must be submitted in writing to the Terminal Manager or his designate within seven (7) calendar days from the date of the alleged violation of the Agreement. The griever shall be accompanied by a Union Steward and, if deemed necessary by the Union, he shall also be accompanied by a Business Representative of the Union. The Terminal Manager or his designate must render his decision in writing within seven (7) calendar days of the date the grievance was submitted in writing.

Step 2

Failing settlement at the above step, the griever must submit the written grievance to the Area Manager or his designate within seven (7) calendar days from the date the Terminal Manager rendered his decision at Step 1. The Area Manager or his designate must, after meeting with the Union, render his decision in writing within seven (7) calendar days from the date that the grievance was referred to him.

Step 3

Should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to an Joint Grievance Board or one man arbitrator as outlined below.

6.3

Procedure for Union or Company Grievance

In the event the Union or the Company has a grievance, it shall be the responsibility of the griever 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 Area Manager or his designate and a duly accredited principal officer of the Local Union or his

designate. Should the grievor fail to reach a satisfactory settlement, the grievance may be submitted to a one-inan arbitrator as outlined in Article 6.

6.4 **Discharge and Suspension Grievances**

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(b).

6.5 **Procedure for Arbitration**

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

- a) An employee grievance within fourteen (14) calendar days after the Area 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) Should the parties fail to reach a satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to an Arbitrator as outlined below.

Before submitting the grievance to arbitration, the dispute shall, if requested by either party and in accordance with the procedures outlined in this Section, be brought to the attention of the Joint Grievance Panel established for this purpose by the Company and the Local Unions.

The Joint Grievance Panel render a decision unless it is deadlocked which shall be final and binding and have the judicial powers as a Board of Arbitration established under the following provisions.

The Joint Grievance Panel shall be comprised of two (2) persons, one (1) of whom shall be selected from management and one (1) from the Local Unions; it is further agreed that the Company and Local Unions shall name only experienced representatives who are engaged in the day to day administration of this Agreement as nominees of the Joint Grievance Panel as required. It is understood that in the selection of the representatives the Company must name a representative from another Company and the Union must name a representative from another Local Union; it is further agreed that in the event that any Joint Grievance Panel is unable to render a decision the grieving party must, within fourteen (14) calendar days of the date the Joint Grievance Panel declares a deadlock, proceed to arbitration as outlined in 6.5, unless the grievance is withdrawn;

All time limits as specified herein for the Grievance *or* Arbitration procedures may be extended, but only by mutual agreement confirmed in writing.

A notice of intent to arbitrate under the foregoing provision shall contain the name of the aggrieved party's nominee to the Board of Arbitration and

within seven (7) calendar days from the receipt of the notice of intent to arbitrate, the other party must in turn name their nominee. A third member to act as chairman shall be appointed by the respective nominees. Should either party fail to name their nominee within the required seven (7) calendar days or should the nominees fail to select a chairman within thirty (30) calendar days from the date of their appointment, either party or their nominee shall request the Provincial or Federal Minister of Labour to make the appropriate appointment.

- e) In order to expedite matters, the parties may agree to utilize the services of a sole Arbitrator.

6.6 **Powers of Board of Arbitration**

The Arbitrator shall not have the right to alter or change any provisions in this Agreement, or substitute any new provisions in 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 Board, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.

6.7 **Expenses of Board Members**

Each of the parties hereto will bear the expense of their nominee to the Arbitrator and the parties will equally bear the fees and the expenses of the Arbitrator

6.8 **Responsibility for Payment**

The Company shall not be responsible for the payment of time used by an employee in the investigation and settlement of a grievance.

6.9 **Payment of Settled Monetary Grievance**

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.

6.10 **Right of Employee to be accompanied by a Union Official**

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 must, upon request, be accompanied by a steward or a Business Representative.

6.11 **Right of Union when Grievances are Settled or Withdrawn**

A grievance, once submitted in writing, shall not be withdrawn when such withdrawal or settlement of such grievance is, in the opinion of the Union, not in concert with the provisions of this Agreement.

6.12 **Union Activities**

The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of management, notwithstanding Article 6.

ARTICLE 7 - SENIORITY

7.1 Seniority shall be terminal wide and include all Permanent Employees working at the terminal and on the terminal payroll.

- 7.2 a) The purpose of seniority is to provide a policy governing shift preference, layoffs and recalls.

In the event of a layoff, the Company shall consider:

- 1) 'The seniority of the employees;
 - 2) The qualifications of the employees, where the qualifications are sufficient, the employee's seniority shall be the determining factor.
- b) In all layoffs where the qualifications of an employee are questioned by the Company, such employee will immediately be given a test to determine if he is qualified.

7.3 A seniority list containing the name and starting date of employees will be prepared and posted in the terminal every three (3) months on the bulletin board with sufficient copies for stewards and Business Representatives. A seniority list 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.

7.4 Employees shall be considered probationary until placed on the seniority list. Such employee shall work under the provisions of the Agreement and shall be employed on a probationary basis for thirty (30) 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 thirtieth (30th) calendar day, the employee shall either be terminated or placed on the regular seniority

list as of the date of commencement of his probationary period.

7.5 Employees promoted to supervisory positions or positions not subject to this Agreement will retain their seniority after promotion for a period of ninety (90) calendar days. If demoted for any reason or if they voluntarily request reinstatement to their former position, the time served in the supervisory 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.

7.6 An employee's employment shall be terminated 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 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 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 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 three (3) consecutive days without leave or without supplying to the Company a justifiable reason for his absence;
- f) if an employee is laid off and not recalled for a period extending beyond twelve (12) consecutive working months;
- g) absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority providing the Company is notified of such illness or injury. The employee shall then notify the Company when he is able to return to work.

77.7

Leave of Absence

A leave of absence in excess of thirty (30) calendar days or an extension to an existing leave that will exceed in total thirty (30) calendar days will not be granted until a request for same is submitted in writing to both the Local Union and the Company, and is mutually agreed upon in writing.

7.8

Notice of Return to Work

An employee who is reporting back to work after an absence from work must notify a supervisor prior to the close of the previous day of his intention to report for work unless unusual circumstances prevent the employee from supplying this information. The guarantee of work provided under this Agreement shall not apply to an employee who does not so report. However, this notice requirement does not apply in the case where an employee indicates he will

be absent from work for one day and is only absent for that one day.

7.9 **Political Office**

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 8 - STRIKES, LOCKOUTS AND PICKET LINES

- 8.1 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 employees.
- 8.2 The Company acknowledges the right of the employees to recognize and refuse to cross a picket line.
- 8.3 The Union recognizes the right of the Company to protect its business and the property of its customers.
- 8.4 Each party recognizing the rights of the other in this regard agrees that the Union will notify the Company of any strike or picket line activity and that the Company will notify the Union if, in their opinion, such strike or picket line is illegal or is unduly prejudicial to the interests of the Company, its employees or the Union.
- 8.5 In such cases, a meeting will be held in order to mutually agree on a policy. In the event that the Company and the Union cannot agree, each party reserves the right to take whatever action it deems necessary and appropriate.

ARTICLE 9 - MERGERS

- 9.1 If the Company acquires by way of purchase or in any other manner, the business or undertaking of any other employer and such operations are merged, the seniority of all active employees will be dovetailed including those employees who are off work due to sickness or injury.
- 9.2 If the Company acquiring the business or undertaking does not require all the employees after the merger, lay-off will commence at the bottom of the dovetailed active seniority list and such employees will remain on the active seniority list for the purpose of recall.

ARTICLE 10 - LEAVE OF ABSENCE FOR WORK WITH THE TEAMSTERS UNION

- 10.1 The Company agrees to grant to all present employees who are on leave of absence and all future employees who are on leave of absence an indefinite leave of absence to work for the Teamsters Union, retaining and accumulating seniority with their respective Company. Such leave of absence shall be revocable upon seventy-two (72) hours notice by the employee.
- 10.2 Leave of absence without pay will be granted to employees who attend Union activities provided that prior written notice of at least two (2) working days has been given to the Company of the request for such leave and provided further that the number of employees requesting leave at any one time shall not be unreasonable so as to curtail the operations of the Company.

ARTICLE 11 - EXTRA CONTRACT AGREEMENTS

- 11.1 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 12 - NEW TYPES OF EQUIPMENT
AND CATEGORIES OF WORK**

- 12.1 When new types of equipment or categories of work for which rates of pay are not established by this Agreement are put into use or effect, rates governing such operations shall be subject to negotiations between the parties. In the event of failure to reach agreement on such rates, the question shall be referred to arbitration and a Arbitrator, inside board or one man board of arbitration, shall be established within thirty (30) days of the date of failure to reach such an agreement and the rates as determined shall apply from the first day the equipment or categories of work were put into use or effect.

ARTICLE 13 - BULLETIN BOARDS

- 13.1 The Company agrees to permit posting of any notices of Union meetings or functions on a Bulletin Board conspicuously placed and provided for that purpose provided they are authorized and signed by an officer of the Local Union.

ARTICLE:14- EQUIPMENT

- 14.1 It is to the mutual advantage of both the Company and the employee that employees shall not operate equipment which are not in a safe operating condition

and not equipped with the safety appliances required by law. Equipment declared unsafe by a Supervisor will not be put back into service until necessary repairs have been completed.

14.2 **Tool Allowance**

Each full-time and part-time regular employee is responsible for having at his disposal on the job at all times, his measuring tape and knife. The Company will pay a tool allowance of forty dollars (\$40.00) per year provided the regular employee has worked at least one hundred and twenty (120) days during the twelve (12) month period covered by the allowance. The allowance will be paid between January 1st and 15th of each year.

14.3 **Bad Order Forms**

It is agreed that bad order forms shall be supplied to the employee on which to report defects in equipment with sufficient copies so that one can be held available for the employee and so that the office of the Company will have a copy of this report on file. The senior supervisor will determine the condition of the equipment, and, if determined unsafe, will "bad order" the unit and tag it accordingly.

ARTICLE ■ - SAFETY AND HEALTH

15.1 The Company and the Union recognize the importance of promoting safe working conditions and the safe handling of equipment at all times. The Company shall ensure that qualified first aid treatment is available on the premises during all hours of operation.

- 15.2 It is understood that there is a specific obligation on the part of the employees to immediately report to the Company any accident, which involves damage to any vehicle or equipment or Company property or damage to cargo being handled by any employee.
- 15.3 In the event that an employee alleges the existence of any unsafe practices, conditions or equipment, the employee is obliged to report such practice, condition or equipment to the Company through the Foreman. The Company will undertake to investigate the allegation immediately and within reasonable time take whatever steps are deemed necessary to correct the unsafe practice, condition or equipment. The employee will not be required to operate equipment that is not in sound operating condition or work under conditions that are unsafe. The determination in respect to the condition of equipment (or unsafe conditions) shall rest with the Senior Supervisor.
- 15.4 When a medical examination is required by the Company the following conditions shall apply:
- a) If any employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination and one (1) day's notice will be given the employee.
 - b) If a medical examination is taken after working hours, the employee shall be paid for all time spent and shall in such cases receive at least three (3) days' notice prior to the appointment with the doctor.
 - c) A report of the examination will be given to the employee.

- d) No employee shall be required to take a medical examination on a Saturday unless the employee so requests and does so voluntarily.
- e) In the event the Company elects to have the employee examined in another city which is not adjacent to his home community, he shall be paid at the regular hourly rate for the time involved.
- f) Any employee, cleared to return to work by his doctor and the Company doctor, who has had to wait for the examination by the Company doctor, shall be paid for all lost time to which he would be entitled.

15.5 The Company shall make reasonable provisions for the safety and health of employees during the hours of their employment. Protective devices and other equipment deemed necessary by the Company to safeguard employees from injury shall be provided by the Company. Gloves will given provided the old pair is turned in. An allowance of two (2) lost pairs will be made per year. After that the employee buys the next pair. Once he has brought the pair of gloves, and if he does not lose them, he will be eligible to receive the next pair of gloves.

15.6 If an employee meets with an accident after starting work incapacitating him from carrying out his duties, lie shall be paid his full clay's wages for the day of his injury providing lie is not receiving compensation pay for that day. If the injury prevents the employee from driving his vehicle, the Company shall supply his transportation directly from work premises to a hospital or doctor and from there to his residence.

- 15.7 Adequate protective rainwear will be provided by the Company to employees required to open and close boxcars and to forklift operators.
- 15.8 A Joint Health and Safety Committee shall be constituted consisting of an equal number of representatives of the Company and of the Union which shall identify potential dangers, recommend means of improving the health and safety of employees. The Committee shall meet at least once a month. Time spent in such meetings is to be considered time worked. Minutes must be taken of all meetings and copies must be sent to the Company and the Union.
- 15.9 The Company will pay a safety footwear allowance, for all employees, including part-time employees, once they have completed their probationary period, to a maximum of one hundred dollars (\$100.00) per year, no receipt required, paid out between January 1st and 15th of each year, increased to:
- | | | |
|----------|---|--------------|
| \$110.00 | - | January 2008 |
| \$120.00 | - | January 2010 |
| \$130.00 | - | January 2012 |
- 15.10 No employee should be allowed to operate a lift truck until properly trained and certified.
- 15.11 No employee shall be penalized if he refuses to work under conditions which make work hazardous or under conditions contrary to the Canada Labour Code Part II.
- 15.12 A member of the Health and Safety Committee, in conjunction with Management, shall have the right to participate in a workplace accident investigation.

ARTICLE 16 - GENERAL HOLIDAYS

16.1 **General Holidays**

The following paid holidays shall be granted with pay to all regular employees covered by this Agreement.

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

One (1) additional holiday will be added to the above nine (9) paid holidays. The day is to be split with ½ day taken December 24th and ½ day taken December 31st. Should December 24th and 31st fall on a Weekend the time off will be determined to be the Friday before or the Monday following the weekend.

16.2 **Floating Holidays**

Two (2) floating holidays will be added to the above paid holidays and observance will be mutually agreed by the Company and employees.

Employees hired after ratification date must complete one (1) year before entitlement.

In the event a Government establishes a new holiday(s) which the Company decides to observe, a floating holiday(s) will be replaced by the new holiday(s).

A maximum of one (1) employee per day will be allowed a floating holiday on any workday except during July, August and September when it will only be allowed by mutual consent. The maximum of one

(l) employee would be overlooked should more than one employee want the same day and the company agrees.

16.3 **Pay for General Holidays**

All full time employees shall be paid eight (8) hours pay at the regular hourly rate for the above mentioned holidays providing:

- a) the employee has been in the employ of the Company thirty (30) days;
- b) the employee has not been laid off for a period longer than thirty (30) calendar days prior to the General Holiday;
- c) the employee works on the normal shift preceding and on the normal shift following the holiday;
- d) the employee is absent, with the consent of the Company or in cases of medical or proven sickness for which the employee is not receiving Workers' Compensation or Weekly Indemnity.

Senior employees shall be given the first opportunity to work on General Holidays. However, they shall have the right to decline work providing a sufficient number of junior qualified employees are available.

16.4 If an employee is required to work on any of the Paid Holidays listed above, he shall receive pay at one and one-half (1 1/2) times his normal rate for the time actually worked, together with any Paid Holiday pay to which he would be entitled under this Agreement.

In performing any services on a Paid Holiday, an employee must receive a minimum of four (4) hours' pay and any time worked by an employee on a Paid Holiday before or after the regular starting and quitting times shall be paid for at one and one-half (1 1/2) times his normal rate.

- 16.5 In order to retain continuity of service, it is understood that the Company may declare an alternative day as being the Paid Holiday to replace one of the specific days listed in this Agreement, provided, however, that in so doing, the Company shall give adequate prior notice to the Union and to the employees,
- 16.6 It must be understood that when a holiday is celebrated on the actual date or on the day preceding or the day following, it will be the decision of Management to allow some employees to celebrate the holiday on the actual date, and some employees on alternate dates. Management will make every effort to notify employees in advance when a situation like this develops. A definite announcement will be made twenty (24) hours prior the holiday.
- 16.7 Part time and temporary employees will be paid the average number of hours they have worked in the previous thirteen (13) weeks of employment prior to the holiday. They are required to work at least one (1) day in each of the thirteen (13) weeks prior to the holiday.

ARTICLE 17 – VACATIONS

17.1 The Company will post a vacation schedule on which employees may choose vacation periods and each employee will signify his/her vacation preference without undue delay. The final vacation schedule shall be posted not later than March 31 of the vacation year. Once approved changes can only be made by mutual agreement of the Company and any employees who will be affected. Choice of vacation periods shall be based upon seniority, provided the Company is able to maintain a sufficient work force. At no time shall a senior man be permitted to refuse to name his/her vacation dates at the detriment of other employees.

Vacation pay will be paid by the last day prior to vacation for the number of weeks taken

Requests for receiving three (3) vacation weeks or more together will not normally be granted. The Company may grant this type of arrangement provided sufficient reason is proven to exist.

The vacation year shall be from January 1st to December 31st.

Employees with less than one (1) full year of employment shall receive vacation with pay In accordance with the minimum requirements of the applicable Government regulations,

17.2 Employees who have completed one (1) year's employment with the Company by January 1st in any year shall receive a vacation with pay of two (2) weeks and they shall receive for vacation pay an amount equal to four per cent (4%) of gross earnings.

- 17.3 Employees who have completed live (5) years of employment with the Company by January 1st in any year shall receive a vacation with pay of three (3) weeks and they shall receive for vacation pay an amount equal to six percent (6%) of gross earnings. If an employee has not reached his five (5) years by January 1st, he will accumulate an additional two percent (2%) of gross earnings from his anniversary date of employment up to December 31st.
- 17.4 Employees who have completed ten (10) years of employment with the Company by January 1st in any year shall receive a vacation with pay of four (4) weeks and they shall receive for vacation pay an amount equal to eight percent (8%) of gross earnings. If an employee has not reached his ten (10) years by January 1st, he will accumulate an additional two percent (2%) of gross earnings from his anniversary date of employment up to December 31st.
- 17.5 Employees who have completed fifteen (15) years of employment with the Company by January 1st in any year shall receive a vacation with pay of five (5) weeks and they shall receive for vacation pay an amount equal to ten percent (10%) of gross earnings. If an employee has not reached his fifteen (15) years by January 1st, he will accumulate an additional two percent (2%) of gross earnings from his anniversary date of employment up to December 31st.
- 17.6 Effective on the fifth (5th) year of the contract, employees who have completed twenty-eight (28) years employment with the Company by January 1st in any year shall receive a vacation pay of six (6) weeks and they shall receive for vacation pay an amount equal to twelve percent (12%) of gross earnings. If an employee has not reached his twenty-

eight year by January 1st, he will accumulate an additional two percent (2%) of gross earnings from his anniversary date of employment up to December 31st. Effective 5th year of the Agreement.

- 17.7 Vacation pay for employees on separation from employment will be calculated according to the requirements of the applicable Government regulations.
- 17.6 Vacation days will be exclusive of normal days off and paid holidays specified in the Agreement, unless otherwise mutually arranged.
- Part time or temporary employees will be paid four (4) percent of his/her gross earning to be paid on his/her regular pay cheque.
- 17.8 It shall be compulsory for all employees to take their vacations during the period January 1st to December 30th.
- 17.9 All monies paid for vacation shall be paid by separate cheque.

ARTICLE 18 - ALLOCATION AND HOURS OF WORK

- 18.1 The Company shall have the authority to allocate the work to personnel having due regard to seniority and qualifications, and where qualifications are sufficient, seniority shall be the determining factor.
- 18.2 All employees will be allowed a coffee break not in excess of fifteen (15) minutes without loss of pay in the first half shift and a coffee break not in excess of fifteen (15) minutes without loss of pay in the second half shift.

18.3 When an employee is specifically requested to work overtime for two (2) hours or more, continuous with completion of that employee's regular tour of eight (8) hours duty, he shall be allowed, without deduction of pay, fifteen (15) minutes in which to eat, and will be allowed a coffee break of fifteen (15) minutes without loss of pay for each additional two (2) hours of overtime,

18.4 The normal hours of work are forty (40) hours per week comprised of:

- 5 days per week at 8 hours per day, or
- 4 days per week at 10 hours per day

18.5 **Shifts Times**

- | | | |
|------------|---|---------------------------------|
| Days | - | Between 6:00 am to 11:59 a.m. |
| Afternoons | - | Between 12:00 noon to 6:00 p.m. |
| Night | - | After 6.01 p.m. |

The opportunity to start early on a clay-by-clay basis will be granted providing sufficient work exists to do so. This will be done as work becomes available, and will be by seniority, by start time for times less than two (2) hours and by seniority for over two (2) hours. The Company will call the employee once and move to the next person if unavailable or the employee declines the start time.

The Company may establish new shifts for the following reasons:

- 1) due to changes in arrival or departure times in railway cars at or from the terminal.
- 2) to meet requirements of any new customer.

- 3) to meet the requirements of any change in volume.

The Stewards will be given an opportunity to discuss these matters with the Company prior to the implementation of new shifts.

- 18.6 **A** shift premium shall be paid to all full time employees for hours effectively worked at his regular straight time hourly rate as follows:

1500 - 2300 hours - 25¢ per hour

2300 - 0600 hours - 50¢ per hour

A shift premium will apply to hours compensated at overtime rates but there shall be no pyramiding of shift premium.

- 18.7 **An** employee will be remunerated as follows for overtime work:

- a) at one and one-half (1 ½) times his regular hourly rate for hours worked in excess of eight (8) hours in any day, or forty (40) hours in any week;
- b) at one and one-half (1 ½) times his regular hourly rate for hours worked on Sunday;
- c) when overtime is required, the Company will give a minimum of two (2) hours notice of call in.

- 18.8 Weekly work schedules shall be posted in advance and, except in the case of emergency, employees must be given forty eight (48) hours prior notice of any change in starting time.

- 18.9 Meal periods which shall not be considered as time worked will be assigned by the Company; such meal period will not exceed one (1) hour nor be less than thirty (30) minutes and shall be given between the ending of the third (3rd) hour and the beginning of the sixth (6th) hour after starting work.
- 18.10 The Company and the Union recognize that a certain amount of overtime is necessary to the welfare of the operation as a whole, and the parties agree that co-operation will ensure that such overtime should be worked in a manner designed to least inconvenience the Company and the individual employees. In the event of such overtime work being required, the following procedure will be followed:
- a) overtime will be distributed by seniority, by shift for two (2) hours or less of overtime and by seniority only for more than two (2) hours of overtime.
 - b) overtime will be voluntary with the exception of the last working shift of the week for all employees in which overtime is mandatory, to a maximum of four (4) hours. In addition to the four (4) hours mandatory overtime up to fifty percent (50%) of the employees on the seniority list will have to stay to complete any work left at the end of the four (4) hour overtime period.
 - c) the Company will make every reasonable effort to notify employees concerned of contemplated overtime assignments as early as possible.
- 18.11 Employees covered by this Agreement called-in for a regular shift shall be guaranteed not less than eight (8) hours' pay for an eight (8) hour shift or ten (10) hours pay for a ten (10) hour shift.

An employee called in or asked to work overtime that is not continuous or preceding his regular shift shall be guaranteed four (4) hours at the appropriate hourly rate.

- 18.12 The Company will pay to each full-time and part-time employee six (6) minutes for clean-up at the end of his shift. The six (6) minutes will be added to the punch-out time. Therefore the employee will work right up to the time of punch-out.

ARTICLE 19 - SUPERVISORS

- 19.1 All supervisors and foremen shall be excluded from the bargaining unit and will not perform any work which falls within the scope of this Agreement, except where such work is for the purpose of instructing or training employees. When supervisors and foremen are appointed, a notice to that effect will be posted and maintained on a Bulletin Board.

19.2 **Lead-hand**

A "Lead-hand" shall be defined as a person who may perform work and direct the work of other employees within the Dock Department and he shall be a Union member. He shall not have the authority to hire, fire or penalize. When a Lead-hand is required to perform overtime work, he shall only enjoy work preference according to his seniority and qualifications as described in Article 19 and he shall not suffer the loss of the Lead-hand premium. A Lead-hand shall not enjoy preferential treatment except in the case of layoff where he shall be the last to be laid ~~off~~, but prior to the Union Steward

When Lead-hands are to be appointed by Management, a bid will be posted and the Lead-hand will be selected according to qualifications and seniority. However, it will be the sole responsibility of management to make the Final selection provided that when qualifications are equal, the senior man will be given the preference.

ARTICLE 20 - STUDENTS

- 20.1 Bona fide students may be hired on a full time basis for the summer months, May 1st to September 30th, and shall come under all pay regulations in the Agreement. They shall pay to the support of the Local Union the amount of the monthly dues which shall be checked off but no other provisions of the Agreement shall apply. They shall not interfere with seniority rights and job conditions of full time employees. The Company shall indicate on the check-off if such an employee is a student.

ARTICLE 21 - PART-TIME HELP

- 21.1 Part-time employees shall be defined as help supplied by any source
- 21.2 **Deduction of Dues**
The Company shall deduct from all part-time employees from their first pay and each month thereafter an amount equal to the Union dues and such monies shall be forwarded to the Local Union as outlined in Article 2, together with a list which shall show the names of persons for which the dues are remitted and the number of hours worked by such persons on an individual basis and the Company shall

indicate on the check-off form that such employee is a part-time employee.

- 21.3 The Company agrees that where it is necessary to use part-time employees, the following conditions apply:
- a) Laid off employees must be given the first opportunity for part-time work.
 - b) Part-time employees can be used on any shift, if needed, and when volumes warrant, so long as the senior employees have first been offered the opportunity.
 - c) In the event the Company fails to comply with the requirements of this Article, the laid off employees referred to therein may be entitled to payment for the time worked by part-time employees
 - d) Hours worked by part-time employees to replace regular employees shall not be calculated as time worked on a weekly basis.
 - e) Nothing in this Article shall be construed in such a manner that would prevent the Company and the Union from meeting and mutually agreeing to rules governing part-time employees other than those outlined above. However, if there is no mutual agreement, the rules set out herein will apply.
- 21.4 Each part-time employee shall be required to punch a time card. Shop stewards to be supplied on request, with a list of part-time employees and the number of hours worked by such persons on an individual basis,

- 21.5 The Company must supply the Local Union with a list of all part-time employees on a monthly basis.

ARTICLE 22 - HEALTH AND WELFARE

22.1 Health and Welfare

The Company shall, effective September 1st, 2007, contribute two hundred and ninety-three dollars (\$293.00) per month for each employee covered by this Agreement to the appropriate Local Union Health and Welfare Plan, Commencing September 1st, 2008 this amount shall be increased three hundred and eighteen dollars (\$318), September 1st 2009 three hundred and forty three dollars (\$343), September 1st 2010 three hundred and sixty eight dollars (\$368) and September 1st 2011 three hundred and eighty-eight (\$388).

To be eligible for payment an employee must have completed thirty (30) calendar days of employment and have reported for work at any time in the month. The premium shall be paid on or before the fifteenth (15th) day of the following month.

It is agreed the Company will pay the applicable Ontario Retail Sales Tax on remittances made for the month following date of ratification and each month thereafter.

22.2 Sick Leave

- a) Full time employee with one (1) year completed service or more will be allowed a total of twelve (12) days a year at a rate of eight (8) hours regular pay for each day. Employees who have not completed one (1)

full year of service will get one (1) day per month to maximum of twelve (12) days in the year and shall be calculated annually from January 1st to December 31st in the year. An employee is eligible for these benefits after he/she has completed the probationary period, once this has been reached the sick days calculation is retroactive to the seniority list date.

- b) Once the twelve days have been accumulated, an employee is entitled to one (1) paid sick day at a time up to and including a maximum of five (5) paid days per year. Management can request a medical certificate at any time and one is required after the third consecutive day, The remaining days will be allotted to the sick leave provision.
- c) Any portion of the unused one to five (1-5) sick days shall be compensated for at the rate of eight (8) hours pay per unused day, shall be calculated annually from January 1st to December 31 in each year and paid during the first month of the following year or can be allotted to the sick leave provision.
- d) The sick leave provision is the replacement for short-term disability. Days have to be accumulated to be paid out when required. An employee will be entitled to withdraw from the sick leave provision plan after a waiting period of five (5) consecutive working days because of illness or injury.
- e) The maximum sick leave the employee may use at one time is limited to three (3) calendar months sixteen (16) weeks. If an employee reaches the maximum three (3) months sick leave provision he/she may be eligible for long term disability insurance

- f) Accumulated sick leave is not refundable to the employee upon his/her leaving or retirement. Furthermore, no sick leave benefits are earned when the employee is not working.
- g) The sick leave benefit will terminate on the effective day of lay off or termination of an employee, providing that the disability commenced after notice of lay off or termination.
- h) However, if the disability began more than two (2) months before the lay off or termination, the policy will apply fully whether or not notice of lay off or termination has been previously received.

ARTICLE 23 - PENSION

- 23.1 Full time employees will be enrolled in the Company pension plan. A copy of which will be provided to each full time employee after his/her probationary period is completed.

Effective September 1st, 2007, commencing on the first (1st) day of each month, the Company shall contribute to the Teamsters & Participating Employers of Ontario Pension Plan monthly for each employee covered by this agreement who has completed his probationary period, pension payments as follows:

September 1st, 2007 - \$265.00 per month
September 1st, 2008 - \$300.00 per month
September 1st, 2009 - \$320.00 per month
September 1st, 2010 - \$360.00 per month
September 1st, 2011 - \$400.00 per month

ARTICLE 24 - GENERAL

24.1 **Bereavement pay**

In the event of a death in the immediate family (father, mother, spouse, common-law-spouse, partner (as defined by law), son, daughter, step-child, sister, brother, grandparent, grandchild, step-parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, spouse's grand-parents and grandchild), an employee will be given the necessary time off and will be paid three (3) days pay at the regular rate of pay providing that the period between the day of death and the funeral are working days. One additional day of paid leave may be granted if the employee must travel 150 miles one way from the terminal to attend the funeral. Should more time off be required relating to the death a reasonable leave of absence, without pay, will be granted,

24.2 **Jury Duty/Crown Witness**

Should an employee who has completed his probationary period, be required to serve on jury duty or attend as an subpoenaed witness, the Company agrees to pay eight (8) hours pay per day at the regular hourly rate, less the amount of jury duty or witness pay received. For those employees on ten (10) hour shifts, the Company agrees to pay ten (10) hours pay per day at the regular hourly rate less the amount of jury duty or witness pay received, providing the action involved is not against the Company,

24.3 **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.

24.4 **Lunchrooms and Washrooms**

The Company agrees to provide clean, sanitary and adequate lunchrooms and washrooms and all rooms to be provided with fire exits as required by law, adequate heat and air conditioning. The Union agrees that employees shall treat their facilities with care and abide by Company's rules established for the care and use of such facilities.

24.5 **Pay for Training**

- a) Where the Company requires an employee to take any training, the employee will be paid for all time spent in training.
- b) Where Company required training occurs during the regularly scheduled workweek, payment will be included in the regular pay cheque. Where training occurs outside of the regularly scheduled workweek, payment will be made by separate cheque.

24.6 **Confirmation of Discharge**

Employees who are discharged will have their discharge and reason confirmed in writing and their pay will be mailed by registered mail to their last known address not later than the following pay day from the time of their discharge. Employees who terminate their employment voluntarily shall have all monies owing them paid not later than the following payday.

24.7 Shortages in pay of fifty dollars (\$50.00) or more will be paid within two (2) business days.

24.8 All employees will be notified by the end of their shift if they are not required to work their following shift(s) or they will receive eight (8) hours pay in lieu thereof.

24.9 **Appendices**

All appendices and letters of Understanding will be attached hereto and form part and parcel of the Collective Agreement,


ARTICLE 25 - DURATION

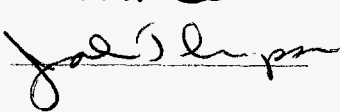
25.1 This Collective Agreement shall be in full force and effect from the 1st day of July, 2007, until the 30th day of June, 2012, and shall continue automatically thereafter for annual periods of one (1) year each unless either party gives notice in writing within ninety (90) days prior to the expiry date of its desire to amend the Agreement.

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


IN WITNESS WHEREOF, the parties hereto have signed this Agreement the ____ day of Feb, 2008.

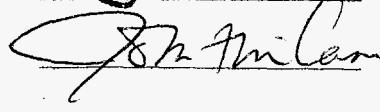
FOR THE COMPANY





FOR THE UNION





APPENDIX "A"

1. Wage Rates -

Freight Handlers:

July 1, 2007	\$18.23
July 1, 2008	\$18.59
July 1, 2009	\$18.96
July 1, 2010	\$19.34
July 1, 2011	\$19.73

Lead Hands: Effective July 1st, 2007 - seventy-five (75) cents more per hour than the regular Freight Handler rate.

Part-Time: Four dollars (\$4.00) less per hour than the Freight Handler rate.

SEVERANCE:

The Company agrees to pay severance payments of three (3) days per completed year of service. It is understood that the Company will not pay severance to any employee who voluntarily resigns or retires.

APPENDIX "B"

RULES AND REGULATIONS

- 1) Any employee requested to sign for the receipt of an incident report must be accompanied by a steward if he so desires.
- 2) All penalties and reprimands must be issued to the employee within seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) from the time the infraction became known with a copy to the Local Union, otherwise the penalty or reprimand will be considered null and void.
- 3) For disciplinary measures, all infractions to Rules and Regulations shall be removed from the employee's record after twelve (12) months.

RULES AND REGULATIONS

- 1) **Preamble**
The following Rules and Regulations as well as disciplinary measures related to them are issued so that each employee knows what the Company is expecting from him concerning his conduct, his behaviour and his performance at work.
- 2) **Equipment and Facilities**
 - a) Failure to report defects in any type of equipment:

1st offense	- reprimand
2nd offense	- one (1) day off
3rd offense	- three (3) days off
subsequent offenses	- subject to dismissal

- b) Failure to report damage to Company property and facilities:
- 1st offense - reprimand
 - 2nd offense - one (1) day off
 - 3rd offense - three (3) days off
 - subsequent offenses - subject to dismissal
- c) Committing the act of damage to Company property and facilities:
- 1st offense - reprimand
 - 2nd offense - one (1) day off
 - 3rd offense - three (3) days of€
 - subsequent offenses - subject to dismissal
- d) Failure to have tools at one's disposal on the job:
- 1st offense - verbal warning
 - 2nd offense - reprimand
 - 3rd offense - reprimand
 - 4th offense - one (1) day off
 - 5th offense - three (3) days off

3. **Conduct and Behaviour**

- a) Consuming intoxicants or illegal stimulants while on duty or on the Company's property:
- 1st offense - subject to dismissal
- b) Reporting for duty while under influence of an intoxicant or an illegal stimulant:
- 1st offense - reprimand to one (1) week off
 - 2nd offense - subject to dismissal
- c) Theft or wilful damage:
- 1st offense - subject to dismissal

d) Failure to obey instructions of authorized personnel (names of persons in authority will be posted);

- 1st offense - reprimand
- 2nd offense - one (1) day off
- 3rd offense - three (3) days off
- 4th offense - subject to dismissal

e) Deliberate disobedience of orders of authorized personnel:

- 1st offense - two (2) weeks suspension
- 2nd offense - subject to dismissal

4. **Time Cards**

a) Deliberate falsification of time cards:

- 1st offense - subject to dismissal

b) Failing to punch in or punch out:

- 1st offense - verbal warning
- 2nd offense - reprimand
- 3rd offense - reprimand
- 4th offense - three (3) days **off**
- 5th offense - subject to dismissal

5 **Attendance**

a) Absence from work without a reasonable explanation:

- 1st offense - verbal warning
- 2nd offense - reprimand
- 3rd offense - reprimand
- 4th offense - three (3) days off
- 5th offense - subject to dismissal

- b) Failure to notify the Company of intention to be absent from work at least one (1) hour before the regular starting time unless there is reasonable explanation for such failure:

1st offense	-	verbal warning
2nd offense	-	reprimand
3rd offense	-	reprimand
4th offense	-	three days off
5th offense	-	subject to dismissal

- c) Reporting late for work without a reasonable explanation:

1st offense	-	verbal warning
2nd offense	-	reprimand
3rd offense	-	reprimand
4th offense	-	three (3) days off
5th offense	-	subject to dismissal

6. **Freight**

- a) Mishandling, misloading or damaging of freight:

1st offense	-	verbal warning
2nd offense	-	reprimand
3rd offense	-	one (1) day off
4th offense	-	three (3) days off
5th offense	-	one (1) week off
subsequent offenses	-	subject to dismissal

- b) Miscounting of freight:

1st offense	-	verbal warning
2nd offense	-	reprimand
3rd offense	-	reprimand
4th offense	-	three (3) days off
5th offense	-	one (1) week off
subsequent offenses	-	subject to dismissal

c) Failing to complete documentation:

- 1st offense - verbal warning
- 2nd offense - reprimand
- 3rd offense - reprimand
- 4th offense - three (3) days off
- 5th offense - one (1) week off
- subsequent offenses - subject to dismissal

d) Failure to cube or weigh shipments when notified to do so:

- 1st offense - verbal warning
- 2nd offense - reprimand
- 3rd offense - reprimand
- 4th offense - three (3) days off
- 5th offense - one (1) week off
- subsequent offenses - subject to dismissal

7.

Safety

The employee responsible for an accident or who is negligent will be subject to discipline ranging from a reprimand to dismissal depending on the seriousness of the accident or the degree of negligence he has shown.

