



***COLLECTIVE AGREEMENT***

**Between:**

**CEVA LOGISTICS CANADA, ULC  
(Clerical)**

**- and -**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION & GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA)  
AND its LOCAL 27**

**July 19, 2009 – July 18, 2012**

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**ARTICLE 1**  
**GENERAL PURPOSE**

**Article 1.01** The general purpose of this Agreement is to establish and maintain mutually satisfactory collective bargaining relations between the Employer and its employees within the bargaining unit, to provide for the prompt disposition of grievances, to assure the continuous, harmonious, efficient, economical and profitable operation of the Employer, and to obtain the highest level of employee efficiency and performance, and to establish and maintain mutually satisfactory working conditions, hours of work and wages.

**Article 1.02** The Union recognizes the Employer is responsible to meet the requirements of its customer. The Union will cooperate with the Employer in relation to its obligations to its customers and will cooperate with the Employer's efforts to improve the efficiency of its workforce.

**ARTICLE 2**  
**RECOGNITION**

**Article 2.01** CEVA Logistics Canada, ULC., referred to herein as the "Company" or "Employer" recognizes the Union as the sole collective bargaining agent for all clerical employees employed by the Company at 15745 Robin's Hill Road., London, Ontario N5V 5C3. For purpose of clarity, the bargaining unit does not include supervisors, persons above the rank of supervisor, material handlers, truck drivers, front office administrative staff, security guards and students.

**ARTICLE 3**  
**NO DISCRIMINATION**

**Article 3.01** The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership or activity.

**ARTICLE 4**  
**UNION SECURITY**

**Article 4.01** All current employees who have not done so and all new employees will be required to complete and sign an Application for Membership and Authorization for Check off of Dues and Initiation Fee on Form A230-86, supplied by the Union to the Company.

**Article 4.02** The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.

**Article 4.03** All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary by the fifteenth (15) day of the following month along with a list of names and the amount of each deduction.

**Article 4.04** The Company will also include a list of those members who did not have Union dues deducted and the reason why no deduction took place.

**Article 4.05** The Financial Secretary of the Local Union will notify the Company in writing of any change in the amount of Union Dues and/or Initiation Fee to be deducted in line with constitutional requirement of the National Union. Adjustments will be made within a reasonable amount of time.

**Article 4.06** To the extent permitted by the law of any provincial or federal forum, the following Union security provision shall be applicable:

- a) It shall be a condition of employment that all employees of the Employer, covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those employees who are not members on the effective date of the Agreement shall, on the thirty-first (31st) date following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its effective date, shall on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. The above shall not be applicable or effective in any provincial or federal forum in which such Union Security Provision is a violation of any provincial or federal law. If the law of any provincial or federal forum prohibits the enforceability and applicability of any such provision, it shall not be effective in that province or federal forum and it shall be void. Member in good standing shall mean payment of periodic dues assessments and initiation fees uniformly received of Union members but shall not require Union membership as a condition of employment for the probationary period.
  
- b) The Union hereby indemnifies the Employer and holds it harmless against any and all claims, suits, demands, and liabilities that may arise out of or by reason of any action that shall be taken by the employer for the purpose of Complying with the foregoing provisions of this, or in reliance on any list, certificate, document, or other information which shall have been furnished to the Employer by the Union, under this Agreement.

**Article 4.07** The Company will supply the Local Union with the following information with the union dues check off:

1. Employees who are in the bargaining unit regardless of whether or not they paid dues in the month.
2. Employee's number and their hourly rate and classification.
3. Employees transferred into or out of the Bargaining Unit.
4. Employees status (i.e. at work, on vacation, LTD, WSIB, retired in the month, any other leave of absence) and the date of occurrence.
5. Layoffs and recalls.
6. Employees who have lost seniority.
7. Names and addresses on record of employees.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

**Article 5.01** The Union recognizes that the management of the operations and the direction of the employees are fixed exclusively in the Employer and shall remain solely with the Employer except as expressly limited by the clear and explicit language of a specific provision of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, promote, demote, classify, transfer, direct, lay off, recall and to suspend, discipline or discharge employees provided that a claim by an employee who has successfully completed his or her probationary period that he or she has been disciplined, suspended or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine the hours of work, shifts, work assignments, composition of work assignments, increase or decrease of work assignments, methods of doing the work, positions required, and all other matters concerning the Employer's operation and not otherwise specifically dealt with elsewhere in this Agreement;
- (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the methods and techniques of work, standards of performance, the number of employees to be employed, the extension, limitation, curtailment of cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement;

- (e) make, enforce and alter from time to time policies, rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement. In the event that the Employer implements new or alters existing rules or regulations, the Employer will give the Union at least five (5) business days notice of any intended change in its policies, rules and regulations and post the revisions on a bulletin board upon implementation.
- (f) Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that a breach of any Company policies or rules, or of any provisions of this Agreement, shall be conclusively deemed to be sufficient cause for discipline or discharge of any employee, subject to the right of a seniority employee to lodge a grievance that he or she has been unjustly disciplined or discharged.
- (g) During an employee's probationary period, the Employer reserves the exclusive right to suspend, discipline or discharge that probationary employee and such suspension, discipline or discharge shall not be subject to grievance by the employee or the Union.

## **ARTICLE 6**

### **UNION REPRESENTATION**

#### **Article 6.01**

- (a) The Union shall elect or appoint and the Company shall recognize two (2) Union representatives from the seniority employees of the bargaining unit (the "Plant Committee") to carry out responsibilities set out in this Agreement.
- (b) The Plant Committee will constitute the bargaining committee for the purpose of negotiations with the Employer.
- (c) The CAW National Representative and/or Local Representative will be present at contract negotiations.
- (d) The Company will recognize a seniority employee as an Alternate Committeeperson on any shift when no regular Committeeperson is on shift.

**Article 6.02** The Company agrees to retain the Plant Committee at work during any layoffs or cutbacks in employment, provided he or she is qualified and able to perform the available work.

**Article 6.03** The Union will inform the Company in writing of the names of the Union Chairperson and Committeeperson and advise the Company of subsequent changes in the choice of Union Chairperson and Committeeperson. The Company will not be required to recognize the

Union Chairperson or Committeeperson until such notification from the Union has been received.

**Article 6.04** The Union Representatives shall report to and obtain permission from his or her supervisor whenever it becomes necessary to leave their work for the purpose of processing grievances or complaints as outlined in this Agreement. Such permission will be granted immediately under normal conditions and, within a reasonable period of time otherwise. The Union Representatives will return to work without undue delay and shall notify their supervisor at the time he or she returns to work. The Union recognizes and agrees that Union Representatives have regular employment duties to perform in connection with his or her employment and that only such time as necessary will be spent by persons during working hours to attend to their respective Union duties.

**Article 6.05** When entering an area outside of the work area to which they are assigned, the Committeeperson or Alternate Committeeperson must first contact the supervisor of that area and advise the supervisor of the general nature and purpose of the request.

**Article 6.06** The Union shall not conduct Union business or activities on Company time or premises without the permission of the Company. On prior notification and permission the President of the Local and the national representative of the Union shall be granted admission to the location covered by this Agreement on the understanding that there shall be no interference with normal operations and security of the business.

**Article 6.07** The election of the committeepersons may be held on the Employer's premises. Prior to the election, the Chairperson and the Manager of Human Resources or his or her designate will determine suitable location, times and date for voting. Voting and Union business will not be conducted on the Employer's time.

## **ARTICLE 7** **NO STRIKES OR LOCKOUTS**

**Article 7.01** There shall be no strikes or lockouts during the term of this Agreement. The words "strike or "lockout" as used herein are agreed to have the meaning defined for those words in the *Canada Labour Code*.

## **ARTICLE 8** **GRIEVANCE AND ARBITRATION PROCEDURE**

**Article 8.01** The purpose of this Article is to establish a procedure for the settlement of all grievances.

**Article 8.02** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he or she has first given his or her immediate Supervisor the opportunity of adjusting his or her complaint. If an employee has a complaint, such complaint shall be discussed with his or her

immediate Supervisor within three (3) business days after the circumstances giving rise to the complaint have originated or occurred. If the immediate Supervisor is unable to adjust a complaint to their mutual satisfaction within three (3) business days, the employee may proceed with the grievance procedure within three (3) business days following the decision of the immediate Supervisor. "Immediate Supervisor" for the purposes of this Agreement means the first level of supervision outside of the bargaining unit.

**Article 8.03** The grievance of the employee properly arising under this Agreement must be adjusted and settled as follows:

Step 1: The employee must submit a written grievance, signed and dated to his or her immediate Supervisor. The nature of the grievance, the facts relied upon, the specific remedies sought, and the specific Article or Articles of the Agreement, which are alleged to have been violated, must be set out in the grievance. The immediate Supervisor will deliver his or her decision in writing within three (3) business days after receipt of the grievance in writing. Failing settlement, the next step of the grievance procedure may be taken.

Step 2: Within three (3) business days following the decision under Step 1 the employee must submit the written grievance to the manager or his or her designate. Within five (5) business days of the receipt of the grievance by the Employer, (or the Union in the case of a Company grievance), a meeting shall be held to discuss the grievance. The Union National Representative and/or President of the local union may be in attendance at this meeting. A decision in writing shall be delivered by the party receiving the grievance within five (5) business days after the meeting at which the grievance was discussed. Failing settlement, either party may submit the matter to arbitration within ten (10) business days after the reply at Step 2 is given. If no written request for arbitration is received within such ten (10) business day period, the grievance shall be deemed to have been abandoned and may not subsequently be revived.

**Article 8.04- Policy or Union Grievance.** A grievance initiated by the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step 2 within five (5) business days of the event giving rise to the grievance. The nature of the grievance, the remedy sought, and the Article or Articles of the Agreement, which are alleged to have been violated, must be set out in the grievance. Failing settlement under Step 2 within ten (10) business days, the grievance may be submitted to arbitration in accordance with this Article 8. However, it is expressly understood, that the provisions of this paragraph shall not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself/herself institute and the regular grievance procedure shall not be thereby bypassed. A policy grievance will not result in a compensatory remedy with the exception of a remedy pursuant to Articles 4 or 7.



**Article 8.05- Company Grievance.** A grievance initiated by the Company concerning the interpretation, application or alleged violation of the Agreement must be originated under Step 2 within five (5) business days of the event giving rise to the grievance by filing such grievance with the Local Union President. The nature of the grievance, the facts relied upon, the remedy sought, and the Article or Articles of the Agreement, which are alleged to have been violated, must be set out in the grievance. Failing settlement under Step 2 within ten (10) business days, the grievance may be submitted to arbitration in accordance with this Article 8.

**Article 8.06 – Discharge Grievance.** A grievance involving the discharge of an employee who has successfully completed his or her probationary period must be reduced to writing and originated under Step 2 within five (5) calendar days of the employee being notified of his or her discharge. The nature of the grievance, the facts relied upon, the remedy sought, and the Article or Articles of the Agreement which are alleged to have been violated must be set out in the grievance. Notwithstanding anything in this Agreement, a probationary employee may be disciplined or discharged at the sole discretion of and for any reason satisfactory to the Employer. The parties agree that the discipline or dismissal of a probationary employee as noted herein does not constitute a difference between the parties and is therefore not subject to the grievance and arbitration procedures, subject only to the provisions of the Canadian Human Rights Act.

**Article 8.07** If the Employer or the Union request that a grievance be submitted to arbitration, as herein before provided, it shall make such request in writing addressed to the other party to this Agreement and at the same time shall suggest the names of three (3) potential arbitrators. Within five (5) business days thereafter, the other party shall either agree to the appointment of one of the proposed arbitrators or alternatively it shall suggest the names of three (3) alternative arbitrators. If within three (3) business days thereafter, the party invoking the arbitration procedure has not agreed to one of the alternative arbitrators, either party shall be permitted to apply to the Ministry of Labour which shall have power to effect the appointment of a sole arbitrator. Either party shall have the right to bypass this procedure at any time following the expiration of the grievance procedure but prior to the appointment of an Arbitrator and apply directly to the Ministry of Labour for the appointment of a sole Arbitrator.

**Article 8.08** The Arbitrator shall not have any power to amend, alter, modify or add to any provisions of this Agreement or to substitute any new provision for any existing provisions, or to render any decisions inconsistent with the terms and provisions of this Agreement. The function and purpose of the Arbitrator is to determine disputed interpretation of the express terms of this Agreement, or to determine disputed facts upon which the application of those express terms depend. **An** Arbitrator shall not have authority nor shall he or she consider it his or her function to include or conclude a decision of any issue not submitted to arbitration.

**Article 8.09** The proceedings of an Arbitrator will be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.

**Article 8.10** Each of the parties hereto will share equally the fees and expenses, if any, of the Arbitrator.

**Article 8.11** An employee is entitled to union representation in the form of a Committeeperson or designated Alternate Committeeperson at all stages of the grievance/arbitration procedure.

**Article 8.12** All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union shall be in writing and shall be final and binding upon the Employer and the Union and the employee or employees affected.

**Article 8.13** No Union representative or steward may solicit grievances from employees during the course of their normal duties.

**Article 8.14** Any extension of the time limits under the grievance procedure or for referring a grievance to arbitration must be made by agreement in writing between the parties and will not be unreasonably withheld.

**Article 8.15** The term “business days”, when used in this Agreement, shall exclude Saturdays, Sundays, holidays as defined herein, or when the facility is closed.

**Article 8.16** By mutual agreement between the Company and the Union, a grievance may be referred to mediation.

## **ARTICLE 9** **Disciplinary Action**

**Article 9.01** In cases involving serious insubordination, a threat to the health and safety of a person, assault, drugs or alcohol related activity on Company property or time, dishonesty, falsification of records, stealing or serious harassment related issues, the Company has the right to suspend the employee without pay pending investigation. Once the Company has made its final decision this arrangement shall terminate. If the Company finds the employee not to be culpable of the alleged behavior or incident leading to the suspension, the Company will pay the employee for all regularly scheduled straight time working hours lost during the course of the investigation. If the Company determines that the employee is culpable of the alleged behavior or incident, the employee shall be terminated effective immediately without further compensation from the date of the suspension.

**Article 9.02** Any employee suspended pending an investigation will be provided with a written statement within thirty (30) days of the conclusion of the investigation confirming the investigator’s findings in relation to the employee.

**Article 9.03** A Committeeperson will be present at any time when a warning, suspension, or discharge is issued. When an employee is called from his or her work station to attend an interview by a member of supervision for the purpose of conducting a disciplinary interview, the employee will be informed of the interview and will be advised to have his or her

Committeeperson present and the interview will not proceed until the Committeeperson is present except as referred to above.

## **ARTICLE 10** **SENIORITY**

**Article 10.01** Seniority shall be defined as continuous service with the Employer since the last date of hire into the bargaining unit, as governed by the following factors.

**Article 10.02** An employee hired directly by the Employer will be considered on probation until after he or she has completed the greater of ninety (90) calendar days of employment or the equivalent of sixty five (65) days of active full-time employment after which time he or she will be considered a seniority employee for the purpose of this Agreement. If the Employer decides to terminate an employee at any time during the employee's probationary period for any reason whatsoever, such action by the Employer shall not be subject to the grievance or arbitration procedures and does not constitute a difference between the parties.

**Article 10.03** Upon successful completion of such probationary period, the employee's name will be placed on the seniority list and credit shall be given since the date of last hire. Seniority rights as created by this Agreement, exist only to the extent expressed herein and do not create rights or survive beyond the terms of this Agreement. Seniority shall not prohibit the Company from discontinuing its operation, in whole or in part, nor will it prohibit the Company from discontinuing a job classification or rearranging duties within a classification. The purpose of seniority is to provide a policy governing job postings, transfers, overtime selection, lay-offs and recalls.

**Article 10.04** Seniority will continue to accrue and will not be affected by absence resulting from vacations, holidays, sick leave or injury or other leaves as provided by this Agreement.

**Article 10.05** The seniority list shall be used to determine seniority for the purposes of this Agreement. It shall be deemed correct until such time as an error is brought to the attention of the Employer by the Union, and any amendment therefrom will not be retroactive if such an amendment would require a change to a decision made by the Employer based upon the earlier seniority list.

**Article 10.06** Within one (1) month of signing this Collective Agreement, and every three (3) months of each year thereafter, the Employer shall prepare and post a seniority list of all seniority employees showing the employees' seniority according to the records of the Employer. Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made in writing within fifteen (15) calendar days from the current date of posting.

**Article 10.07- Loss of Seniority & Employment Rights.** An employee shall lose all service and seniority and shall be deemed to have been terminated from employment if he or she:

- (a) quits, resigns, or is discharged for just cause and such discharge is not contested by the employee and reversed through the grievance and arbitration process;
- (b) has been laid off for the length of employee's seniority, or twenty four (24) calendar months, whichever is less. It is understood and agreed that there is no responsibility or obligation for re-employment of probationary employees who are laid off during the probationary period.
- (c) is absent for any other reason for a period of twenty (24) calendar months subject only to the provisions of the Canadian Human Rights Act.
- (d) is absent from scheduled work for three (3) or more consecutive scheduled work days unless the employee provides justification for his or her absence which is reasonable at the discretion of the Employer.
- (e) fails to return to work upon the expiration of a leave of absence, or utilizes a leave of absence for a purpose other than that for which it was granted, including if the employee commences any other employment or self employment while on leave of absence;
- (f) fails upon being notified of a recall to signify his or her intention to return to work within forty-eight (48) hours after he or she has received a notice of recall or such further period of time as may be agreed upon by the parties. It is the employee's responsibility to ensure that his or her home address and telephone number are current at all times. If the employee fails to do this, the Employer will not be responsible for failure to notify;
- (g) fails or refuses to make him or herself available to return to work within five (5) business days of being notified of the recall or having accepted recall fails to report to work on the recall date specified by the Employer;
- (h) reaches age 65 or retires earlier; or
- (i) accepts any payment of severance pay.

**Article 10.08-Retention of Seniority After Promotion.** Employees promoted to a position outside the bargaining unit will continue to accrue seniority for up to ninety (90) calendar days from the date of such promotion. If the employee returns to the bargaining unit within ninety (90) calendar days, his or her seniority shall continue unbroken. Following ninety (90) calendar days outside the bargaining unit, the employee shall lose all seniority. An employee shall only be permitted to use this once during the term of this Agreement. It is understood and agreed that from the date of such promotion, such employee forfeits any and all recourse to the grievance and arbitration procedures.

## **ARTICLE 11**

### **LAY-OFF AND RECALL**

**Article 11.01 Notification of Lay-Off.** Notice of a lay-off will be given to any affected employee as soon as reasonably possible and in accordance with the *Canada Labour Code*. If an Employee is on an authorized leave of absence, e.g. sick leave or vacation, the notice will be delivered by courier or registered mail to the most current address the employee has provided.

**Article 11.02** The Company may lay-off an employee for a temporary period of up to three (3) days without regard to the seniority provisions of the Agreement, provided such lay-off is caused by shortage of materials, work stoppages affecting the Company, power failure, machine breakdown or any unanticipated incident.

**Article 11.03** The Union Chairperson and Committeeperson will be retained in the employ of the Company during their respective terms of office, notwithstanding their position on the seniority list, so long as the Company has work available which they are qualified, able and willing to perform.

**Article 11.04** The Employer must have the flexibility to have the proper personnel in place in the event of a lay-off. When the Employer decides that a lay-off is necessary or a recall to a position is available, the following factors shall be considered:

- (a) seniority, skill, and ability.

**Article 11.05 Recall** Employees on the Recall list will be recalled in order of seniority, to vacant positions provided they possess the skills and ability to perform the work of the vacant position.

**Article 11.06 Notice of Recall** Notice of recall will be made by telephone to the employee's last known telephone number on file. Failure to contact the employee will result in a letter being delivered to the employee's last known address directing the return from layoff. It is the responsibility of the employee to ensure that the Company has their most up to date telephone number and address.

**Article 11.07 Acceptance of Recall** An employee will be required to accept recall where there is an available position. If the employee declines recall, he or she will be considered to have resigned and will be deemed to have quit.

**Article 11.08** The Company will provide the Union Chairperson with a list of employees to be laid off or recalled, also any cancellation of such notices.

**Article 11.09 Expiry of Recall Rights** If an employee has been laid off for a period beyond the limits of his or her recall rights without having been recalled, he or she will receive severance pay as required pursuant to the *Canada Labour Code* and his or her employment relationship will be deemed to have been terminated.

**Article 11.10** In the event of a lay-off or termination of employment, the final pay will be made available within two (2) pay periods.

**ARTICLE 12**  
**ABSENCE AND LEAVES OF ABSENCE**

**Article 12.01** Employees are responsible to report to work on time each and every scheduled work day as per the Company Attendance Policy. When an employee is absent from work, he or she must contact Security by telephone to obtain a confirmation number. Security will then forward the call to a Supervisor or designate in order for the employee to advise them of the absence. The employee shall inform the Company at this time of the reason for the absence, the expected date and time of their return to work and a telephone number where they can be reached.

**Article 12.02** In the event of illness or personal injury which is anticipated to cause an absence from work, the Employee shall contact his or her supervisor or designate as soon as possible and maintain weekly communication at a minimum throughout the period of recovery.

**Article 12.03- Compassionate Care Leave.** Every employee is entitled to and shall be granted a leave of absence from employment of up to eight weeks to provide care or support to a family member of the employee, subject to the provisions as described in the Canada Labour Code, if a qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks from

(a) the day the certificate is issued; or

(b) if the leave was commenced before the certificate was issued, the day the leave was commenced.

Family Member, in relation to an employee, means

(a) a spouse or common-law partner of the employee;

(b) a child of the employee or a child of the employee's spouse or common-law partner;

(c) a parent of the employee or a spouse or common-law partner of the parent; and

(a) any other person who is a member of a class of persons prescribed for the purposes of this definition or the definition "family member" in subArticle 23.1(1) of the Employment Insurance Act.

**Article 12.04 – Bereavement Leave.** Every employee is entitled to and shall be granted, in the event of the death of a member of his or her immediate family, bereavement leave on any of his or her normal working days that occur during the three days immediately following the day of the death subject to the provisions as described in the Canada Labour Code.

Immediate Family Member, in relation to an employee, means

- (a) the employee's spouse or common law partner;
- (b) the employee's father and mother and the spouse or common law partner of the father or mother;
- (c) the employee's children and the children of the employee's spouse or common law partner;
- (d) the employee's grandchildren;
- (e) the employee's brothers and sisters;
- (f) the grandfather and grandmother of the employee;
- (g) the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and
- (h) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

**Article 12.05 – Maternity Leave** Every employee who:

- (a) has completed six consecutive months of continuous employment with the Employer, and
- (b) provides the Employer with a certificate of a qualified medical practitioner certifying that she is pregnant,

is entitled to and shall be granted a leave of absence from employment of up to seventeen weeks, which leave may begin not earlier than eleven weeks prior to the estimated date of her confinement and end not later than seventeen weeks following the actual date of her confinement.

**Article 12.06 – Parental Leave** Every employee who has completed six consecutive months of continuous employment with the Employer is entitled to and shall be granted a leave of absence from employment of up to thirty-seven weeks to care for a new-born child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the province in which the employee resides and subject to the provisions as described in the Canada Labour Code.

**Article 12.07 – Discretionary Leave** Upon written application made at least twenty (20) business days before the intended leave, a leave of absence of up to ninety (90) days without pay may be granted to an employee with seniority for valid personal reasons and subject to the Company's discretion. Seniority shall not be affected and the Company will maintain employee benefits for the balance of the month during which the leave commences. The Company will advise the employee of its answer within ten (10) business days.

**Article 12.08 – Union Leave** The Company will grant a leave of absence without pay for the purpose of attending Union scheduled events such as conventions, schools and conferences to a maximum of one (1) employee at any one (1) time, and that two (2) weeks notice is given to the Company for such leaves. Such leaves shall be for no longer than one (1) week per occurrence and shall be limited to four (4) occurrences in total for the bargaining unit per calendar year. Employees granted a leave of absence under Article 12.08 will have their wages continued by the Company and the Company will bill the Union, monthly for reimbursement of the payment of wages and the Union shall reimburse the Company promptly. Seniority and benefits shall not be affected by such leaves of absence.

**Article 12.09 – Jury Duty** For each day for which an employee with seniority is required to attend in court as a member of a jury, the Company will, upon proof of the payment received, make up the difference between the amount of money per day received by the employee for serving as a member of a jury and the wages the employee would have been paid had he or she reported for work as scheduled to a maximum of twenty-one (21) days.

### **ARTICLE 13** **ACCOMMODATION AND RETURN TO WORK**

**Article 13.01-** In accordance with the Canadian Human Rights Act, the parties acknowledge their respective roles in complying with the Act. The Employer, Union and the employees will fully cooperate to ensure compliance with the Act, including any arrangement to provide for accommodation under the Act.

**Article 13.02** - It is the duty of the employee who has been provided with a medical leave of absence or an accommodation under circumstances as described in this Article 13, to provide the Employer with current medical documentation that specifically states the physical abilities, restrictions and expected duration of the requirement for the medical leave or modifications. Where the Employer requires further or other medical documentation to establish an employee's right to a medical leave; or required accommodation; or a safe and early return to work, with or without restrictions, the Employer shall be permitted to require that the employee attend at an independent medical examination with a physician or specialist selected by the Company and at the expense of the Company to provide such medical documentation to the Employer.



## **ARTICLE 14** **PAID HOLIDAYS**

**Article 14.01.** The Company agrees that following thirty (30) calendar days from the date of hire and subject to the Canada Labour Code, all employees shall receive the following holidays off, with holiday pay on the basis of his or her regular work day at the employee's respective regular hourly rate:

New Year's Day	Thanksgiving Day
Good Friday	* Christmas Eve Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	

\* Recognized by agreement of the parties as a designated replacement of Remembrance Day pursuant to the Canada Labour Code.

**Article 14.02.** The exact dates upon which each of the above noted holidays will be scheduled and recognized to the extent that such days differ from the actual day, will be subject to employees being notified as far in advance as possible, but no less than one week's notice. The day so designated will then take the place of the actual day. The Employer shall endeavor to provide the Union and Committeepersons with a schedule of statutory holidays in respect of each calendar year in January of that year. The parties agree to this arrangement in accordance with the terms of the Canada Labour Code.

**Article 14.03.** If an employee is required to work on one of these holidays as designated, he or she will be paid at two times (2x) his or her regular rate of pay for all hours worked on the statutory holiday.

**Article 14.04.** An employee is not eligible for holiday pay, if during the thirty (30) days immediately preceding the holiday, the employee is not entitled to wages for at least fifteen (15) days. Employees on vacation when a holiday occurs will receive an extra day of paid vacation.

## **ARTICLE 15** **VACATIONS**

**Article 15.01.** The vacation year is based upon the Calendar year, which is January 1<sup>st</sup> to December 31<sup>st</sup>.

**Article 15.02 Entitlement.** Vacation entitlement is calculated for each employee on the last day of the calendar year as follows:

- (a) less than one (1) complete year of employment, prorated based on hire date;\*
- (b) greater than one (1) complete year of employment but less than six (6) complete years of employment, eighty eight (88) hours vacation;

- (c) greater than six (6) complete years of employment but less than fifteen (15) complete years of employment, one hundred and twenty eight (128) hours vacation;
- (d) greater than fifteen (15) complete years of employment, one hundred sixty eight (168) hours vacation.

\*Employee Vacation Entitlement – Following the Year of Hire

If the employee starts in the month of:	
January	76 hours
February	72 hours
March	64 hours
April	56 hours
May	52 hours
June	40 hours
July	36 hours
August	28 hours
September	20 hours
October	12 hours
November	8 hours
December	4 hours

**Article 15.03 Vacation Pay.** Vacation pay is calculated for each employee on the last day of the calendar year as follows:

- (a) less than one (1) complete year of employment, 4% of wages earned during the period of time worked in the partial calendar year;
- (b) greater than one (1) complete year of employment but less than six (6) complete years of employment, 4% of wages earned during the year for which the employee is entitled to vacation;
- (c) greater than six (6) complete years of employment but less than fifteen (15) complete years of employment, 6% of wages earned during the year for which the employee is entitled to vacation;
- (d) greater than fifteen (15) complete years of employment, 8% of wages earned during the year for which the employee is entitled to vacation.

**Article 15.04 Vacation Usage.** Employees must take all earned vacation for a given calendar year during the following calendar year. Unused vacation for a given year will be forfeited at the conclusion of the calendar year.

**Article 15.05.** The Employer shall schedule vacations in accordance with the following guidelines:

- (a) The Employer shall make the sole determination as to the number of employees that can be absent on vacation at any one time.
- (b) Employees must submit their requests for vacation by no later than two (2) weeks prior to the intended date of commencement of the vacation.
- (c) The time of vacation for each employee each year will be scheduled by the Employer, taking into account proper coverage for servicing the customer and relative seniority.
- (d) The decision regarding when employees shall take vacation shall be that of the Employer. However, after an employee's vacation request has been approved by the Employer, the Employer shall not change or amend the employee's vacation entitlement, as approved, except with the consent of the employee.
- (e) Notwithstanding all of the above, one (1) week of the vacation period must be scheduled during the plant shut-down each year with the exception of any needs the Employer may require to schedule during this period. The plant shutdown shall be observed as to coincide with our customer's shutdown.
- (f) In the event that the Employer elects to schedule employees to work during the shut down period in order to meet the needs of the Employer, the selected employees shall deliver their new vacation requests to the Employer pursuant to Article 15.05 (b).

## **ARTICLE 16**

### **HOURS OF WORK AND OVERTIME**

#### **Article 16.01**

- (a) The regular work week currently consists of eight and one half (8.5) hours per day, five (5) days per week. A sixth day may be required predicated by the customer. Each employee will be allowed two (2) paid rest periods of fifteen (15) minutes each, one in each half of the shift, and an unpaid lunch break of thirty (30) minutes in each shift. All breaks occurring on a shift that overtime is being worked shall be extended to the persons working overtime. The scheduling of breaks will be at such time so as to least interfere with production.
- (b) The Employer does not guarantee any hours of work per day or per week with respect to any employee covered by this Agreement, nor shall any provision herein be construed as a guarantee of work.
- (c) The scheduling of shifts, starting and stopping times shall be determined by the Employer to meet varying production demands.

- (d) It is understood and agreed that the Employer reserves the right to schedule the work, including, where necessary, overtime and to assign employees to perform such work as the Employer deems necessary. Overtime is defined as greater than eight (8) hours worked by the employee per day or 40 regular hours paid to the employee per week.
- (e) Employees shall be entitled to the payment of overtime on all overtime worked at one and one-half times the employee's regular rate of pay. Overtime pay shall only be paid when specifically required by the Employer and scheduled by management.
- (f) If an employee is required to work on a Sunday, which is not otherwise a regular working day for the employee, the employee shall receive payment for all hours worked on the Sunday at two times (2x) his or her regular rate of pay.
- (g) It is understood and agreed that overtime is mandatory when required by the Employer for up to eight (8) hours of overtime per person per week. If overtime is required, the Employer will first request that the employee working on that shift who normally performs the required function perform the overtime work required. In the event that such person or persons decline the overtime, the overtime will be offered to the highest seniority person on that shift, who has the skill and ability to perform the required function. If there are insufficient volunteers, the Employer will have the right to select employees for overtime on the basis of reverse seniority, subject to the employee having the skills and ability to perform the required function.
- (h) When management determines that it is necessary to schedule overtime over forty-eight (48) hours per person per week, management will ask for volunteers and overtime will be scheduled on the basis of seniority, subject to the employee having the skills and ability to perform the overtime work.
- (i) There shall be no pyramiding of overtime or premium pay.

**Article 16.02** All employees shall report to work at the beginning of their scheduled shift dressed appropriately to begin work immediately.

**Article 16.03** All employees shall report to work at the beginning of their designated shift, to be determined by the Company. Any deviations from the regular schedule will be communicated to the employee as soon as possible.

**Article 16.04 – Pay Periods**

- (a) The normal pay period shall be every seven (7) days,

- (b) The Employer shall be permitted to recover from an employee's pay any overpaid amounts of wages, pay, payments, bonus or vacation pay.

**Article 16.05.** Any employee reporting for a scheduled shift assignment will be guaranteed four (4) hours work, or if no work is available anywhere at the discretion of the Employer, will be paid four (4) hours at the regular straight time hourly rate. This reporting allowance will not apply:

- (1) to safety meetings where employees shall be compensated in accordance with legislative requirements;
- (2) if an employee has received prior notice not to report for work or where the Employer has attempted to give prior notice and was unable to due to the employee not having updated his or her personal contact information. The Company shall place all such required calls a minimum of one and a half hours prior to the onset of the employee starting work.
- (3) if an employee is sent home due to disciplinary action;
- (4) where work is not available due to no electricity, fire, flood or any other act of God.

**Article 16.06.** Any employee called back to work more than thirty (30) minutes after completion of his or her regular shift shall receive a minimum of four (4) hours' pay based on the employee's applicable hourly rate.

**Article 16.07.** The Company agrees to allow employees one (1) minute's silence at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job, one (1) minute's silence at 11:00 a.m. on November 11 in remembrance of Canada's wartime involvement and one (1) minute's silence at 11:00 a.m. on December 6 in recognition of the concern about violence against women.

## **ARTICLE 17** **SHIFT/JOB POSTING**

**Article 17.01.** When a permanent vacancy exists within the bargaining unit, a notice shall be posted in the workplace for seven (7) calendar days. A permanent vacancy exists if work is required to be performed regularly for a period of time greater than 90 calendar days unless otherwise agreed by the parties or to provide for an extended leave of absence pursuant to the Canada Labour Code. This process will limit the moves within the bargaining unit to one (1) following the initial posting.

**Article 17.02.** In assessing the applicants, the Employer shall consider the following factors: seniority, skill and ability.

**Article 17.03.** An employee selected as a result of a posted vacancy shall not be considered for a further permanent vacancy for a period of up to six (6) months from the date of his or her selection.

**Article 17.04.** The Employer will provide the Union office with a copy of all job postings.

**Article 17.05.** If a new job classification is created, the Company may assign an employee to such job for a period not to exceed forty-five (45) days. It shall be the responsibility of the Company to establish a wage rate and classification for such new job within twenty (20) days of commencement of the new classification. The Company agrees to discuss with the Union and provide all such data used to arrive at the new classification and rate. If the Union and the Company fail to agree on the new rate or classification for such new job, a policy grievance may be filed. The arbitrator will have the authority to set the new wage rate and classification and award redress. It is understood that the Company may continue to operate with the new classification pending the conclusion of the arbitration process and subject to any adjustment which the arbitrator may order. The Company will fill the new classification with a volunteer(s) prior to posting in accordance with Article 17.01. In the absence of a volunteer(s), the most junior employee(s) may be assigned.

**Article 17.06.** Jobs in any new classification will be posted within thirty (30) days of the establishment of the wage rate and classification as referred to in Article 17.05, and experience gained as a result of a temporary assignment will not be considered as a qualification on the posting. The most senior applicant who demonstrates the skills and ability to perform the job will be awarded the job and provided the appropriate training.

## **ARTICLE 18** **HEALTH & WELFARE**

**Article 18.01.** After completion of the probationary period, seniority employees shall participate in the Company's Extended Health and Dental Insurance Plan, subject to eligibility requirements and the specific terms and conditions of the plans. Particulars of the benefits will be published in a separate booklet. Seniority employees are responsible for paying twenty three percent (23%) of the Employer's premium costs of the Company's Extended Health and Dental Insurance Plan as it exists from time to time.

**Article 18.02.** After completion of the probationary period, seniority employees are provided mandatory Basic Life Insurance at no cost to the employee.

**Article 18.03.** After completion of the probationary period, seniority employees are eligible to participate in voluntary Optional Life Insurance, paid for by the employee.

**Article 18.04.** After completion of the probationary period, seniority employees are provided mandatory Long Term Disability Insurance, paid for by the employee.

**Article 18.05.** After completion of the probationary period, seniority employees are eligible to participate in the Employee Assistance Program at no cost to the employee.

**Article 18.06.** All benefits shall cease effective immediately upon the termination of an employee. Where an employee is on lay off or an extended leave of absence under this Agreement the employee shall be entitled to continue benefit coverage for a period of two months following the month in which the lay off or leave of absence commences, provided that the employee tenders post dated checks to the Employer within 15 days of the lay off or leave of absence in an amount equal to the full amount of the benefit coverage for such period, subject only to any greater requirement provided for under the Canada Labour Code or the WSIA.

**Article 18.07.** The Company shall supply to the employees, once per contract term, a brochure generally describing all benefits (e.g. group health insurance, vision care, dental, etc., subject to the terms and conditions of the actual plan documents).

**Article 18.08.** Seniority employees will be paid 100% of regular pay up to a maximum of forty (40) hours per calendar year for absences from work for personal matters, including illness. Such time shall be taken in increments of no less than one (1) hour per occurrence.

**Article 18.09.** The Company will either provide the employee with a voucher in the amount of one hundred and ten dollars (\$110.00) per calendar year to use at ISECO for the purchase of required protective footwear, or will reimburse the employee, in an amount up to one hundred and ten dollars (\$110.00) per calendar year to purchase required protective footwear provided the employee submits a receipt.

## **ARTICLE 19** **HEALTH & SAFETY**

**Article 19.01.** The Employer agrees to establish a Health & Safety Committee with equal representation from the Employer and employees.

**Article 19.02.** The Health & Safety Committee will meet during regular working hours once per month to review safety and health matters of mutual concern. The committee will make periodic tours of the plant for safety inspections. In the event the plant tour is to be conducted by an Industrial Safety Officer from the Ministry of Labour, one employee committee member will accompany the officer on the tour.

**Article 19.03.** The Employer shall continue to make reasonable provisions for the health and safety of its employees in accordance with the Health & Safety Code during the hours of their employment. The program of the Safety Committee shall have the support of the Union and the Committee and will welcome suggestions with regard to the safety of the employees.

**Article 19.04.** The Employer agrees to provide a separate bulletin board for health and safety matters and the minutes from the monthly health and safety meetings.

**Article 19.05.** The Employer agrees to pay employees at their regular shift rate for time spent in monthly Health and Safety Committee meetings in accordance with the legislative requirements.

**Article 19.06 – First Aid.** The Employer agrees that the persons with current first aid certificates will be posted on the health & safety bulletin board.

**Article 19.07.** The Employer agrees to provide a Certificate First Aid Course to at least four (4) seniority employees, on a volunteer basis, in each year of this Agreement. This program will be paid by the Employer.

**Article 19.08.** The Employer agrees to comply with Workplace Safety and Insurance Act (WSIA).

## **ARTICLE 20** **MISCELLANEOUS**

**Article 20.01 – Bulletin Boards.** The Committee will have the use of one (1) enclosed bulletin board for the posting of union notices. Such bulletin board will be supplied by the Company for the exclusive use of the Union.

**Article 20.02** The Union will provide copies of the Collective Agreement in booklet form to the employees.

## **ARTICLE 21** **CASUAL HELP – Clerical**

**Article 21.01.** Casual help is defined as a person engaged through an agency as needed by the Employer. The Employer shall be entitled to engage Casual Help for up to sixty (60) days to perform such work, or such longer period with the express agreement of the Union. If a Casual Helper is engaged for longer than sixty (60) days, that person shall become a probationary employee and the person's first day of service with the Company as a Casual Helper, shall be deemed to be the person's start date and any time served by the Casual Helper with the Company shall be used to calculate the person's seniority.

**Article 21.02.** The Company shall not engage, or continue to engage, Casual Employees where a bargaining unit employee is on a lay-off.

**Article 21.03.** Supervisors and other employees of the Company excluded from the bargaining unit will not perform bargaining unit work, except:

- (a) to avoid customer plant shutdown or contract failure when qualified employees are not available.
- (b) while instructing and/or training employees.



(c) in accordance with current practices relating to Material Handlers.

The above exceptions shall not be used for the purpose of reducing any bargaining unit employee's hours of work.

**Article 22**  
**WAGES**

**Article 22.01.** Employees shall be paid the respective wage rates as set out at Schedule "A" to this Agreement.

**Article 22.02.** The Employees can have up to 6% of their wages deducted on a weekly basis and invested in the Group RRSP Plan. The Company will match the employee contributions at 100% on the first 3% of wages and 50% on the second 3% of wages.

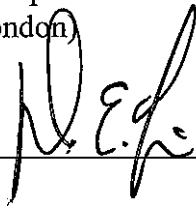
**ARTICLE 23**  
**DURATION OF AGREEMENT**

**Article 23.01.** Unless changed by mutual consent, the terms of this Agreement shall come into full force and effect on July 19, 2009 until July 18, 2012 at midnight.

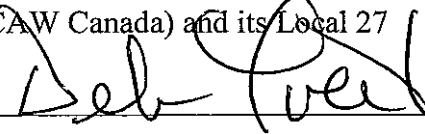
**Article 23.02.** This Agreement shall remain in effect up to and including midnight on July 18, 2012. Notice to bargain shall be sent to the other party within 90 days prior to the termination date of this Agreement.


Dated at London, Ontario this 18 day of July, 2009.

CEVA Logistics Canada, ULC  
Transportation  
(London)

  
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National Automobile, Aerospace,  
and General Workers Union of Canada  
(CAW Canada) and its Local 27

  
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Schedule "A"

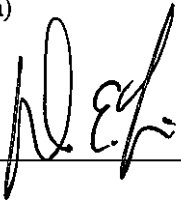
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
3 Years of seniority or greater	\$ 15.00	\$ 15.50	\$ 16.50
Less than 3 years seniority	\$ 14.00	\$ 14.50	\$ 15.50
This proposal represents a flexible grid whereby employees move to the next grid level on the anniversary date of their 3rd year of service.			
Employees who are not eligible for a wage increase will be eligible for a lump sum payment of \$500.00 in each year of the Collective Agreement in which they do not receive an increase. The first \$500.00 payment will be made in connection with the execution of the Collective Agreement and subsequent payments will be made on the anniversary dates of the Collective Agreement.			
Starting wage rate for new hires will be two dollars less than the current wage rate and at their two year anniversary they will increase to the current grid rate.			
CEVA will have full discretion to raise the starting wage rate for any new hire up to the then current wage rate for employees with less than 3 years of service.			
\$300.00 signing bonus for all Clerks upon execution of the Collective Agreement.			

**LETTER OF UNDERSTANDING  
WORK ASSIGNMENTS**

The Company and the Union agree that employees shall be entitled to express an interest to the Company, in writing, to work in any particular area or position as may exist from time to time and the Company shall consider such request in the allocation of work assignments within the clerk's classification. Such consideration by the Company shall be at the Company's sole discretion and shall not become the subject of any grievance between the Company and the Union.

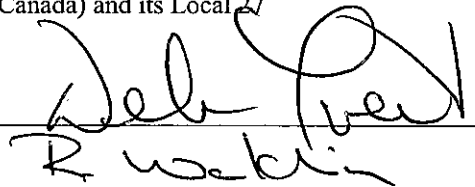
Dated at London, Ontario this 18 day of July, 2009.

CEVA Logistics Canada, ULC  
(London)



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National Automobile, Aerospace, Transportation  
and General Workers Union of Canada (CAW  
Canada) and its Local 27



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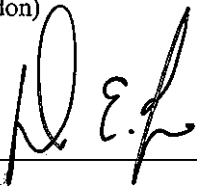
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**LETTER OF UNDERSTANDING  
RRSP PROGRAM**

The Company has announced a Company wide freeze on employer contributions to employee RRSP plans. The Company and the Union agree that the RRSP matching program as referred to in Article 23.02 shall be suspended effective immediately and no employer contributions shall be made unless and until the Company re-implements the RRSP Program in respect of its employees.

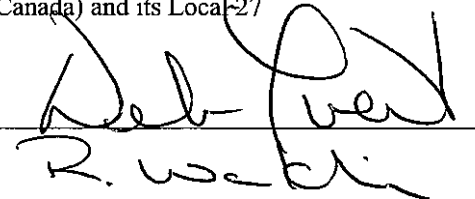
Dated at London, Ontario this 18 day of July, 2009.

CEVA Logistics Canada, ULC  
(London)



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National Automobile, Aerospace, Transportation  
and General Workers Union of Canada (CAW  
Canada) and its Local 27



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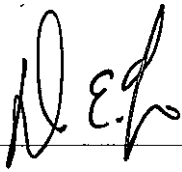
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**LETTER OF UNDERSTANDING**  
VISIONCARE

The Company has agrees that as part of the Company's Extended Health and Dental Insurance Plan, employees shall be entitled to a maximum of two hundred and ~~five~~ **fifty** dollars (\$250.00) for prescription eyewear and eighty dollars (\$80.00) for an eye examination every two calendar years.

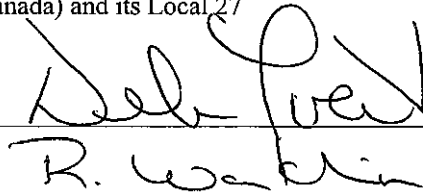
Dated at London, Ontario this 18 day of July, 2009.

CEVA Logistics Canada, ULC



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National Automobile, Aerospace, Transportation  
and General Workers Union of Canada (CAW  
Canada) and its Local 27



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R. Warkentin