

COLLECTIVE AGREEMENT

BETWEEN

**ALLIED SYSTEMS (CANADA)
COMPANY**

AND

**CAW  TCA
CANADA**

AND ITS

**LOCALS 27, 444, 698, 1044,
1090 & 1285**

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ARTICLE 1 – PREAMBLE AND RECOGNITION

- 1.1** Allied Systems (Canada) Company, does hereby recognize the National Automobile, Aerospace, Transportation and General Workers' Union of Canada (CAW-Canada) Local Unions 444, 27, 1285 and 1090 as the exclusive bargaining agent for all employees, as defined in Article 1.?, employed by the Company hereunder in the Province of Ontario (present and future).

When in Quebec, Management will go by the French version of the collective agreement. If there is a dispute of interpretation, the English version shall prevail.

Local 1044 – Representing all present and future employees in the Province of Quebec (east of Three Rivers).

Local 698 – Representing all present and future employees in the Province of Quebec west of, and including Three Rivers.

The Company hereinafter referred to as the “Company” is:
Allied Systems (Canada) Company.

- 1.2** The term “employee” shall mean all employees save and except foreman, those above the rank of foreman, office staff, sales staff, security guards, janitors, watchmen and stockmen who are presently excluded; which janitors and watchmen are used exclusively in these categories of **work**. Supervisors and foremen including dispatchers and dock supervisors shall not perform any work regularly done by the bargaining unit except the performance of tasks pertaining to their supervisory functions.
- 1.3** When supervisors, foremen, dispatchers are appointed, a notice to that effect will be posted and maintained on the bulletin board with an explanation of their management duties.
- 1A** Owner drivers and/or brokers shall be recognized as employees and shall be subject to all the terms and conditions of this Agreement. There shall be no attempt by the Company to operate owner driver and/or broker equipment in contravention of the Public Commercial Vehicle Act and amendments thereto.

- 1.5 There shall be no effort by any signatory to misinterpret, read into or delete from any of the provisions of this Agreement. The effective date of this Collective Agreement shall be from the **date of ratification**.
- 1.6 In accordance with the terms of the Labour Relations Act, the Company will be bound as an individual Employer by the terms of this agreement and to the obligation to bargain with the Union for a new Collective Agreement.
- 1.7 It is agreed that neither party to this Agreement shall enter into any Agreement or contract with employees which conflicts with the terms and provisions of this Agreement.
- 1.8 The Union, as well as all members thereof, agree at all times, as fully as can be in their power, to further the interests of the automobile transporting industry and of the Employer.

ARTICLE 2 – UNION SECURITY

- 2.1 All employees shall, as a condition of continued employment, become Union members. From the date of employment, employees shall have up to thirty (30) days to clear their membership with the Local Union in which jurisdiction they are working under (i.e. secure a transfer, turn in a withdrawal card, etc.), maintaining such membership in good standing for the duration of this agreement. In which case the Employer can be notified by the Union that the initiation fee deduction is not necessary. Failing any such notification to the Employer by the Union, the conditions of 2.3 shall apply.
- 2.2 All employees under the scope of this Collective Agreement shall as a condition of employment, authorize the Company on a form provided by the Union, to deduct on a monthly basis, the Union's monthly dues and remit such amounts to the head office of the appropriate Local Union. The Company shall send a list of names, which shall include surnames and Christian name, of those employees from whom such deductions have been made and the names of those employees for whom a de-

duction was not made for the first time, including all reasons why employees have not been so deducted not later than the tenth (10th) day of the month following the month in which such deductions are made. The Union will supply the Company with "Application for Union Membership", "Union Deduction Authorization" forms which shall be completed by all employees prior to the commencement of employment and the Company will forward the completed membership cards to the appropriate Local Union as notification of employment.

The Company shall supply the Union with the Social Insurance Number of each employee.

- 2.3** Unless the Company is otherwise notified by the appropriate Local Union prior to the completion of the employee's probationary period, an employee shall, as a condition of continued employment, authorize the Company to deduct an amount equal to the Local Union's initiation fee in installments of twenty-five (\$25.00) per month 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 appropriate Local Union along with a list of the employees from whom the money was deducted at the same time as the Union dues are remitted.

The Union will notify the Company in writing of any arrears in regular monthly dues or initiation or re-initiation fees. and the Company will, the following pay period, commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the appropriate Local Union along with the monthly dues as provided for above.

- 2.4** When the Company needs additional men. it shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.
- 2.5** Subject to other conditions in this Agreement, no loads will be dispatched to any employee who is not a member in good standing with the Local Union.

- 2.6** The Company shall show the yearly union monthly dues deductions on the employees' T4 slips.
- 2.7 Merger and Representation Rights:** The provisions of this agreement shall be binding upon any successor or merged Company or Companies or any successor in the control of the Company. In the event there is a merger with another Company in which the covered employees therein, are represented by another Union in such Company, the representation rights and the status quo of this Union shall be maintained to the extent required under Canadian Labour Code.

ARTICLE 3 – MANAGEMENT FUNCTIONS

- 3.1** The Union recognizes that the Company has the exclusive right to manage the business and to exercise all of the customary prerogatives of Management except as modified by other Articles in this Agreement.

ARTICLE 4 – LABOUR/MANAGEMENT COMMITTEE

- 4.1** Labour/Management Committee to be established within each respective local union providing there are active operations at that location. The objectives of this committee will be to:
- a) Improve communications
 - b) Address local issues
 - c) Implement resolutions within seven (7) days

This committee will consist of:

- a) Unit Chairperson and committee persons from each depot
- b) Company Labour Relations Rep when possible
- c) Regional operations manager
- d) Terminal manager
- e) Respective Local President or designate and/or National Representative.

The meeting format will be as follows:

- a) An agenda prepared and provided to the Company two weeks in advance of the meeting.
- b) These meetings will be separate from Grievance Meetings.
- c) Bargaining unit participants to be paid the daily Guarantee for their attendance separate from any Compensation they are presently paid.
- d) All committee members to be provided “meeting Effectiveness training” by Labour Canada.

Labour/Management meetings to be conducted at least semi-annually.

These semi-annually meetings shall be scheduled in March and September of each year for each Local.

Minutes will be taken at each meeting, identifying issues dealt with, and the resolve and implementation process of the resolution. Minutes will be posted within seven (7) days for all employees at the respective locations.

The Company and Union are committed to maintaining a working relationship through the use of this process.

ARTICLE 5 – UNION REPRESENTATION

- 5.1** The Union shall notify the Company in writing the names of the Committee Members and alternates and advise the Company of subsequent changes in the choice of Committee Members and alternates. The Company will not be required to recognize Committee Members or alternates until such notification from the Union has been received.
- 5.2** The allocation, jurisdiction and zones of the Committee Members will be the responsibility of the Union. The number of committee persons will be predicated on the need to provide proper and timely representation.
- 5.3** (a) Unit chair to be paid at the regular daily earnings to a

maximum of 12 hours straight time and will work to a maximum of fifty (50) weeks:

Lambeth	2 days per week These days shall be Thursday and Friday
Windsor	2 days per week These days shall be Thursday and Friday
Toronto	2 days per week These days shall be Thursday and Friday
Montreal	2 days per week These days shall be Thursday and Friday
Bramalea	1 day per week This day shall be Friday
Charny	1 day per week This day shall be Friday

- (b) When the Unit Chairperson is unavailable, the Committee Person will be made available as soon as possible without loss of earnings.
- (c) When requested by the Unit Chairperson, or/and Committee Person, documentation required in the representation of members or pertaining to a grievance investigation shall be provided without delay.
- (d) When the Unit Chairperson is absent and unavailable to perform their duties he/she may designate another member of the committee to perform their duties, as per Article 5.3(a) listed above.
- (e) The Unit Chairperson and Committee Person shall be rated no less than second on the seniority list for layoff. This clause shall not apply for the purposes of the annual equipment bid. The Unit Chairperson **will** also be no less than 2nd on the seniority list for work preference.

5.4 The Union acknowledges that Committee Members have their work assignments to perform. Committee members shall be permitted to provide representation to employees provided that: A Committee Member shall report to and obtain permission from his/her supervisor whenever it becomes necessary to leave their work for the purpose of providing Union r e p r e -

sentation. Such permission will be granted immediately under normal conditions and, within a reasonable period of time, not to exceed thirty (30) minutes if a replacement has to be arranged. A committee member **will** return to work without undue delay and shall notify their supervisor at the time they return to work. The Union recognizes and agrees that Union Committee Members have regular employment duties to perform in connection with their employment and that only such time as necessary will be spent by persons during working hours to attend to their respective Union duties.

- 5.5** For time spent in providing representation, which has been approved by the Company, Committee Members will be paid their regularly hourly rate including applicable premium.
- 5.6** The Company will meet with the Union Committee as required, to resolve issues that either party may raise regarding the administration of the Agreement. **A** party wishing to raise an issue will inform the other party of its agenda issues before each meeting. The Company and the Unit Chairperson will determine those parties needing to be in attendance. The Company shall provide a meeting room. Committee members shall be compensated for their time in support of such meetings at their regular hourly rate.
- 5.7** The President of the Local and/or his/her designate and/or the National Representative of the Union shall be granted admission to the locations covered by this Agreement on the understanding that there shall be no interference with normal operations of business.
- 5.8** The company agrees to provide the unit Chairperson with the use of a phone, fax and where available a computer with printing capability. They will also provide a locking file cabinet and where possible a desk and chair. When required and where possible, the Company will provide a confidential space for meetings. Locations that have been identified where offices are available will include Bramalea, Windsor, Lambeth and Montreal, when the Unit Chairperson needs privacy.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.1** The purpose of this Article is to establish a procedure for the settlement of all grievances. Grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.

The term “working days” when used in this Article for grievance procedure, shall exclude Saturdays, Sundays, holidays and a **shutdown resulting in the layoff** of any employee(s) who either the Company or the Union believe will be of assistance in dealing with the grievance.

- 6.2 Pre-Step** – Any employee having a grievance shall first take the matter **up** with his/her committee person who will discuss said complaint with the supervisor concerned within fifteen (15) working days of the time when the incident giving rise to the complaint became known or ought reasonably to have become known to the grievor.
- 6.3 Step One** – If the complaint is not satisfactorily resolved within two (2) working days, the committee person will then submit the grievance in writing. The Unit Chairperson and/or Committee Member and/or the grievor and the appropriate Company Representative shall meet to discuss the grievance and the designated Company Representative shall give his/her decision in writing to the Unit Chairperson within five (5) working days of the receipt of the grievance.
- 6.4 Step Two** – Failing settlement at Step One, the Union may within five (5) working days refer the grievance to a meeting of the local members of the grievance committee and representatives of management, who shall meet within five (5) working days of the request for such meeting. The Union National Representative and/or President or their designate of the local union may be in attendance at this meeting. Management’s decision relating to the grievance shall be in writing and, if not rendered during the conference, shall be rendered to the Chairperson of the Committee within five (5) working days after the holding of the conference. Either may waive the meeting at this step and proceed to Step Three.

If at any time during the first two steps of the Grievance Procedure, an agreeable solution is reached, written confirmation of the resolution will be signed by the Union Committee member and the Company.

Any monetary grievances that are mutually agreed upon shall be paid in the following week by separate payment.

- 6.5 Step Three** – If the decision at Step 2 of the grievance procedure is not satisfactory to the other party, the grievance may be referred to arbitration provided written notice is given within thirty (30) working days following the decision. The party delivering the notice to arbitrate will provide potential arbitrators for the other party to review. Once an arbitrator has been chosen, they have the responsibility of contacting that arbitrator for available dates. The parties shall then agree on a hearing date(s) which is acceptable to them and to the Arbitrator.

If the parties are unable to agree on an Arbitrator to hear the case within ninety (90) days, a request shall be made to the applicable labour Board to assist in assigning an Arbitrator.

If an Arbitrator is not available or agreeable to commence hearings within ninety (90) days of being notified of the requested appointment, the party forwarding the grievance shall make another appointment to act as the Arbitrator.

- 6.6** The decision of the sole arbitrator shall be binding and final upon both parties. The sole arbitrator shall be restricted in the award to the provisions of this Collective Agreement, and shall not in the award add to, delete from or otherwise alter or amend any provision of the Agreement.
- 6.7** Each of the parties will equally bear the fees and expenses of the sole arbitrator. Any witnesses called by the parties will be at their individual expense.
- 6.8** The time limits of the grievance procedure are mandatory and any extension of the time limits under the grievance procedure or for referring a grievance to arbitration must be made by mutual written agreement between the parties.

The grievance will proceed through the process in accordance with the prescribed time limits.

- 6.9** Grievances alleging improper suspension or discharge may be presented at the Second Step within five (5) working days of the suspension or discharge.
- 6.10** The grievance procedure shall apply with any necessary modifications to a group grievance, a Company or Union policy grievance, any of which may be presented at the Second Step of the grievance procedure.

6.1 REINSTATED GRIEVANCE

During negotiations the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognize that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violation of the fundamental principles of collective bargaining.

- 6.12** For disciplinary measures, infractions of rules and regulations shall be removed from the employee's record after one (1) year from the date of such infraction with the exception of accidents which shall be removed after two (2) years.

ARTICLE 7 - HARASSMENT FREE WORKPLACE

The Company and the CAW Union are committed to providing a harassment-free workplace. Harassment is defined as single or repeated incidents involving vexatious words or actions that is known or ought to reasonably be known to be unwelcome, and in relation to one of the prohibited grounds, as stated in the Canada Labour Code. Particularly when these words or actions deny individual dignity and respect on the basis of such grounds as gender, disability, race, colour, sexual orientation, or other prohibited grounds. The workplace is defined as

all areas of the facility, and includes areas such as offices, grounds, rest rooms, cafeteria, locker, staff room, conference rooms and parking lots.

Harassment may take many forms: verbal, physical, psychological or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment, but are not meant to cover all potential incidents:

- verbal abuse (name calling, insults, slurs, jokes or innuendoes) on any prohibited ground.
- insulting actions directed at an individual's protected attributes (rude gestures, physical intimidation or assault, vandalism, practical jokes).
- refusal to associate or work with an individual because of their age, race, colour, creed or any other protected attribute.
- sexist jokes.
- unwelcome sexual flirtations, advances, proposals.
- unwanted physical conduct such as touching, patting, pinching.
- backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is the policy meant to inhibit free speech or interfere with normal social relations.

Filing a Complaint

If an employee believes she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that should be taken to put a stop to it:

- request a stop to the unwanted behaviour;
- inform the individual(s) that is harassing or discriminating against you that the behaviour is unwanted or unwelcome;
- document the events, complete with times, dates, locations, witnesses and details;
- report the incident in writing to immediate Supervisor, Terminal manager, Regional Vice-president, Senior Corporate Director of Employee Relations, Union Steward or union representative.

However it is understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their supervisors or others. In this event, the victim may seek assistance by reporting the incident directly to any union representative or representative of management who will follow the above procedure. The pursuit of frivolous allegations through this complaint procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged. **All** documentation is to be secured in a location agreeable to parties.

Informal Resolution Process

Management representative(s) may discuss the allegations with the Complainant, the alleged offender and the Union Chairperson with a view to reaching a solution. This process provides the parties with an opportunity to resolve relatively straightforward complaints in an expeditious manner. If a resolution acceptable to both the Complainant and the Respondent is agreed upon, the issue will proceed no further. The Employer's report of the resolution, signed by both parties, will be kept in a confidential envelope in the alleged offender's personnel file with a copy to each party.

During the informal resolution process, either party may be accompanied by a Union Chairperson.

If no resolution is achieved, the Complainant or the Union may ask that the matter be formally investigated.

Right to Refuse

An employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed that when the safety of an employee is being threatened, it may be necessary for that employee to leave the job. In such case, the complainant advises the Terminal Manager or designate, who in turn advises the Union representative.

The complainant submits the complaint in a written statement to the Management Committee. Management Committee then conducts an initial investigation.

The complainant is re-assigned to a suitable area or sent home with-

out loss of pay until the investigation is begun, unless both Union and Management agree that an extension is necessary.

Investigation Process

Complaints, where it is alleged that there has been harassment on a prohibited ground of discrimination as defined above will be formally investigated. by the Companies Corporate Director of Employee Relations and a CAW Unit Chair-Person or Representative. Such investigations shall begin within fourteen (14) calendar days of being referred to the Investigation Process.

It is the right of the employee(s) to have a CAW Unit Chairperson or representative to meet with them at all steps of the investigation process.

The investigator shall:

- Interview the Complainant and the alleged harasser as soon as possible.
- Interview any witnesses and review the pertinent documentation.
- Document the findings of the investigation.

Resolution of Investigation

If it is determined that harassment has occurred, disciplinary measures, as appropriate. will be taken. Such disciplinary measures may include, but are not limited to:

- Counseling (sensitivity training)
- Oral reprimand
- Written reprimand
- Transfer – permanent or temporary
- Suspension without pay for a period of time
- Demotion
- Apology
- Termination

Complaints of harassment must be filed no later than six (6) months following the incident(s) giving rise to the complaints. All parties involved in a complaint, including any witnesses, must maintain strict confidentiality throughout the process.

At the conclusion of this step, the Complainant, if unresolved, will be inserted into Step **two (2)** of the grievance procedure for resolution.

The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure.

ARTICLE 8 – STRIKES & LOCKOUTS

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

ARTICLE 9 – SENIORITY

- 9.1** a) The purpose of seniority shall be the determining factor governing the work preference, layoffs and recalls. In the event of a reduction of the working force, the Company **shall** apply the principle of “last on-first off”. Following a layoff, rehiring **shall** be executed conversely to the outlined layoff procedure.
- b) Notwithstanding the above paragraph, on mutual agreement, arrangements may be reached for voluntary layoff out of seniority order with a minimum of one week’s notice of intent to return to work.

The Company shall not deny a voluntary layoff within this Section so long as there are junior employees laid off and the Company shall provide records of their work force where dispute exists. Further, the senior employee electing layoff;

- i) must apply at time of the original layoff,
Employees must provide five (5) days notice of intent to

take a voluntary layoff. Employees can only exercise this right once unless there are additional layoffs within their department.

- ii) must pay for his/her benefits where applicable in conjunction with **Articles 26 Health & Welfare** and **27 Pensions**;
 - iii) must adhere to language above in respect of a return to work;
 - iv) Employees returning from voluntary layoff after having served notice of return to work will not be eligible for Health and Welfare and Pension benefits until the month following their return to work. However, should the lay-off status reach the point where this employee would have been recalled to work, the Company will make the necessary contributions.
- c) The Union and the Company will discuss a Work Share Program or Ability for senior members to work less than full weeks to avoid junior layoffs.

- 9.2** Seniority shall be branch wide and include all persons working at a branch and on the branch payroll. It is further agreed that the Maintenance Department seniority shall be separate and not interchangeable with any other department within the branch.

The Company in the Province of Ontario will be one seniority list for all drivers located in different areas for work preference.

The Company in the Province of Quebec will have one seniority list for City and highway drivers with drivers located in different areas for work preference. Recognizing that Local 1044 has jurisdiction east of Three Rivers based on the annual equipment bid, a domiciled list will be prepared and union dues sent to the Local Union according to domicile.

- 9.3** In all layoffs, the Company shall consider (a) seniority of the employee, and (b) the qualifications of the employees, and if the qualifications expressed in (b) are relatively equal, the employee's seniority shall be the determining factor.

9.4 The Company will provide and post a seniority list of each Branch every six (6) months, with sufficient copies provided to the appropriate National Representatives, Locals and seniority list.

The Company will provide the respective Local Union offices with a seniority list including employee's addresses and social insurance numbers and provide any changes or updates to this list as they occur.

9.5 Employees shall be considered probationary until placed on the seniority list. After forty (40) calendar days from the date of employment for hourly rated, fifty-five (55) calendar days for City and highway drivers, the employee shall be placed on the seniority list, dated according to the date of his employment. The Company must supply proof of the commencement of employment by a clock time punch and establish personnel on the seniority lists in accordance with the time they started.

If the above process fails to determine the order of seniority, the deciding method will be by lot with the Union representative present.

9.6 Those promoted to supervisory positions or those positions not subject to this Agreement will retain their seniority after promotion and if demoted for any reason or if they voluntarily request reinstatement to their former position in the bargaining unit within 180 calendar days, the time served in the supervisory position shall be included in their seniority rating. Such employees shall forfeit any and all recourse to the grievance procedure as outlined in the Agreement should they be subsequently discharged in such a position beyond the jurisdiction of this Agreement.

9.7 An employee's employment shall be terminated for any of the following reasons:

- a) if the employee voluntarily quits;
- b) if the employee is discharged and is not reinstated pursuant to the conditions of the complaint and grievance procedure as provided in this contract;

- c) if the employee has been laid off and fails to return within seven (7) days after he/she has been notified to do so by registered mail addressed to his last known address with the Company: (NOTE: It shall be the employee's responsibility at all times to **keep** the Company informed as to his correct home address.)
- d) if an employee overstays a leave of absence granted by the Company without securing an extension in writing of such leave of absence;
- e) if an employee is absent from work for more than three (3) consecutive days without securing a leave of absence, except that absence due to circumstances beyond the employee's control;
- f) if an employee accepts employment other than that agreed **upon** between the Company and the Local Union while on a leave of absence except for medical reasons and while on leave of absence due to loss of driver's license;
- g) if an employee is laid off for a period extending beyond twenty four (24) consecutive months:
- h) bona fide illness or injury shall not be cause for discharge or loss of seniority providing the Company is notified as soon as possible of such illness or injury. The employee shall notify the company when he/she is able to return to work. However an employee off work as set out above shall not, by virtue of his/her absence, retain seniority over a senior employee who has been laid off in excess of twenty-four (24) months.

9.8 Leave of absence in excess of thirty (30) days will not be granted until a request for same is submitted in writing to both the Union and the Company. The parties agree to exercise reasonable discretion.

The Company will recognize sick leave of absence to an employee who enters a treatment centre for chemical dependency.

9.9 Employees shall automatically be granted a leave of absence up to twenty-four (24) months in the event of suspension of

driver's license and/or fast cards. The Company and the Union will meet to discuss alternate work and other employees' jobs will not be affected in the event the employee who has lost his/her license/card is given other work. Leaves of absence above shall not exceed an accumulated total of twenty-four (24) months during the term of this Agreement. Employees will be required to perform alternative work at their home terminal, if available, prior to be granted a leave of absence.

- 9.10** Prior to the opening of a new terminal, the Union and the Company must have a mutual agreement on seniority provisions.

Prior to a new location being opened for maintenance and/or hourly rated operations, the Company and the Union will meet to establish the seniority list(s).

The Company shall notify the Union of the opening of a new terminal not less than thirty (**30**) days prior to such opening so that discussions may be held to consider work practices and work loads that may be in effect at such new terminal. In the event a new terminal is opened, a notice will be posted for ten (10) days giving full details of the nature of the run and approximate number of runs available. All employees of the Company shall have the opportunity to bid on the new runs that they desire. At the end of this ten (10) day period, the senior employee signing the notice shall be assigned to the new terminal. Once an employee signs the notice, he may be immediately transferred to the new terminal by the Company and shall have sixty (60) days from the date he starts work at the new terminal to decide whether or not to remain. Once established in the new terminal, seniority in that terminal shall be determined by length of continuous service with the Company.

- 9.1** When a new terminal is opened and later abolished, the employees who have moved to the new terminal shall be eligible to return to their respective terminals without loss of seniority.

- 9.12** The Company agrees to grant all present employees who are on leave of absence and all future employees of CAW Canada an indefinite leave of absence to **work** for the CAW Canada, retaining and accumulating seniority with the Company. Such

leave of absence shall be revocable upon seventy-two (72) hours notice by the employee.

- 9.13** The parties agree and understand that in the Releasing Yard Operations, all hourly rated employees will be on separate seniority lists for each operating location and do not have transferable seniority to any other hourly seniority list/yard or to any other department. See Memorandum of Agreement.
- 9.14** Where the Company has established highway or city operations within a specific area, the Company and the Union, in conjunction with Article 15.12 will meet to discuss a one (1) terminal status.
- 9.15** If the Company absorbs (by merger, purchase or other disposition) the undertaking and business of another car carrier covered by the terms of this Agreement or is party to a consolidation of lines with another car carrier covered by the terms of this Agreement, the seniority of the employees absorbed or affected will be determined according to the following:
- a) If the Companies affected are actively in business, the seniority list of employees of each Employer involved in the consolidation of terminals or operations shall be dovetailed by appropriate classification in order of seniority according to each employee's date of hire at their respective Company.
- 9.16** In the event the Company moves a work operation and it is clearly established a movement of work opposite jobs were affected, employees affected shall be allowed **to** move with the **work** and dovetail their seniority to the terminal where the work is moved with an understanding that the determination of the work be defined at the time of the announcement or a period of the previous three (3) months work prior to the move. In the event a terminal re-opens the Company shall apply the conditions as spelled out in Article 9.10.

ARTICLE 10 – BULLETIN BOARDS

- 10.1** The Company agrees to permit posting of any notice of Union bulletins or functions on a bulletin board conspicuously placed and provided for that purpose.
- 10.2** The Union Bulletin Board at each terminal or domicile shall be glassed-in with provisions for it to be locked and the Unit Chairperson shall be provided with a key for access to it.

ARTICLE 11 – EQUIPMENT

- 11.1** It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in safe operating condition and not equipped with the safety appliances required by law.

It shall be the duty of employees to report promptly in writing to the Company all known defects in equipment. It shall be the duty of the Company to maintain all vehicles in safe operating condition in accordance with the Department of Transport regulations. The maintenance of equipment in sound operating condition is not only a function, but a responsibility of management. The determination of, as well as the responsibility for all decisions in regard to the condition of equipment shall rest with the senior qualified representative of the Company on the premises. It shall not be a violation of this Agreement where employees refuse to operate such equipment after the employee has advised the Company in writing of the defects in the equipment as provided above unless such refusal is unjustified.

- 11.2** It shall be the Company's responsibility to provide adequate ramp tie downs and other safety securing devices for carrying equipment on all combination vehicles.

Employees shall not be charged for loss or damage to equipment unless clear proof of negligence is shown. In the event of such loss or damage, the Company shall have up to fifteen

(15) days from the date of loss or damage to register a claim with the employee. Before the employee signs an authorization to deduct a claim he/she shall have fifteen (15) working days to register a grievance should he/she fail to agree with the Company's claim.

- 11.3** The Company shall have the right to suspend employees for the investigation of accidents. The length of the suspension will depend upon the location of the accident and the seriousness, but in no case will the suspension for the investigation exceed two (2) days. If the employee is subsequently suspended as a disciplinary measure for a period longer than two (2) days, the time involved in the initial suspension shall be included in the final penalty. Employees shall be paid for all lost time during said investigation period should it be found that they were not at fault.

In the event the Company does not suspend an employee for the investigation of an accident, the Company shall have up to ten (10) days from the date of the employee's written report for the investigation. In the event the Company imposes disciplinary action as a result of this investigation, such disciplinary action must be taken within the ten (10) day limit. In the event the Company requests additional time for the investigation, the Company shall have a further ten (10) days provided a written notification is filed with the Local Union and the employee concerned. In the event disciplinary action is taken by the Company, such action must then be taken within the twenty (20) day period. In the event of personal injury or death, the above limits shall be extended to thirty (30) days.

- 11.4** Having regard for the safety and driver health factor, all power equipment shall have adequate heaters, arctic windshield wipers during the winter months, defrosters, windshield washers, proper windshield washer fluid, fire extinguishers, aluminum ramps and safety catwalks where necessary. Further having regard for the safety and health factor, the Company will supply bunks, slider bunks and ramps of a reasonable weight, take cognizance of the location of the diesel stacks, maintain equipment with a reasonable noise level and have due regard for the cleanliness of equipment. **All** new equipment

added to the fleet shall have cloth seats, if available, pneumatic air bag suspension systems, CB power source, fog lights and proper mud flaps. Where power equipment is purchased or leased by the Company, equipped with radios, such radios shall not be removed by the Company.

All equipment will come equipped with an AM-FM radio. Malfunction of radio will not be cause for hooking equipment but will be attended to at the next preventative maintenance check.

Equipment with a single seat will have a compartment built in for driver's equipment, gloves, etc.

All equipment used or operated after March 29, 2010 shall have hydraulic equipment placed outside the cab and **all** diesel equipment shall have the exhaust stacks placed on the right side in an upright position; except where such equipment is equipped with an electric hydraulic system.

New or used equipment introduced into the fleet shall be properly insulated by the manufacturer so noise **will** not exceed the 83 decibel requirement.

On and after the date of signing this Agreement, **all** equipment added in the fleet will be equipped and functional with the following items:

- Air conditioning
- Stacks to be upright and on the right side
- Retractable seat belts
- Proper sized fog lights
- Air valves to be provided on power equipment and trailers
- Power equipment capable of maintaining 100 kilometres per hour under normal driving conditions
- Cloth and high back seats if available from the manufacturers on units ordered after this date
- Alcohol injector if required
- Non asbestos brake linings
- Intermittent windshield wipers
- Arm rests

- Adequate lighting for night loading and unloading
- Heated west coast mirrors

Letter of Understanding – Commencing every March 15 of each year, the Company will implement a P.M. program that inspects and services air conditioning systems in its tractor units as the vehicles are booked in for services.

The Company will also provide sun visors for the passenger side, on those trucks in Montreal that are presently without.

The Company will ensure that quality mid sized seats, with arm rests and lumbar (if available) will be provided in **all** new trucks purchased for the Ontario/Quebec fleet. Refurbished trucks purchased by the Company will be equipped with quality seat in accordance with manufacturers' specifications.

- 11.5** Each driver will be supplied with proper forms on which he must report defects in equipment. The driver shall hand a copy of each such form he makes out to the foreman of the Company who shall sign the driver's copy of the form and return it to him. In addition, each driver will be supplied with tags or other marking devices upon which he shall note any defects in equipment and shall affix such tag or marking device to the equipment in a prominent place.
- 11.6** When a driver reports a defect in equipment, he must tag or mark the vehicle involved in such a manner so that any other employee will notice the defective equipment. It shall be the Company's responsibility to supply such tags or other marking devices. A completed copy of the work order will be attached to the tag left on the vehicle in order to show the work has been completed.
- 11.7** It shall be the responsibility of the Company to place a list outlining the necessary paper work and **all** safety equipment in each unit operated by the Company. Replacement equipment will be readily available at terminal locations.
- 11.8** **All** vehicles used for transportation of employees must have adequate ventilation, including roof vents with fans, and if gas

cans are carried, they will be carried outside the vehicle. Boosting equipment shall be carried outside the vehicle. While being so used and including vehicles used for boosting services, driving will be done by members of the Bargaining Unit except at times when members of the Bargaining Unit are not on duty. The exception to the above is designated for times only when employees are not scheduled in the system. **All** vehicles will be provided with proper seating. **All** replacement pick-ups, suburbans and passenger window vans will be equipped with air conditioning and be **maintained**.

The Company agrees that all vehicles used in the transportation of employees be maintained to ensure that they are in safe operating condition. Recognizing that vehicle maintenance standards may vary depending on their application, this shall in no way comprise the Company's responsibility to maintain transportation vehicles in safe operating conditions.

11.9 The Company shall supply adequate ice scrapers where required in all operations.

11.10 Where serious problems arise, personnel engaged in road testing shall be accompanied ordinarily by the mechanic who performed the repair work.

ARTICLE 12 – CARGO

12.1 Employees shall not be charged with any cargo loss or damage except for loss or damage as may be caused by the employee's negligence, and in such cases, the employee must be given written notice of such intent to charge within fifteen (15) days from the date the Company is in receipt of a written report on the vehicle damages. It is further provided that in such cases, the employee shall have fifteen (15) days from the date of notice to file a written protest against claims for damages. However, if a protest is not filed by the employee within fifteen (15) days from the date of receiving notice, **the** charge against the employee for the negligence shall be final and not subject to any further arbitration. There shall be an absolute maximum of

ten dollars (\$10.00) per claim. The employees must give written assignments before any deductions are made from their pay cheque. Adequate lighting facilities shall be supplied and maintained at all loading points. Warnings or other alternate methods agreed to by the Company and Union Committee may be used to deal with damages in compliance with this Article.

Where cargo loss or damage is caused by gross negligence or frequent negligence corrective discipline may be substituted for the ten dollars (\$10.00) penalty.

12.2 It shall be the responsibility of the driver to check all equipment such as tools, tires and accessories as listed on the bill of lading and to see that the cargo is free of damage before the vehicle is loaded. In the event a shortage or damage is discovered, it must be listed on the bill of lading and signed by the driver and the Company representative or the shipper of the vehicle if available. Drivers will not be held responsible for damages hidden due to inclement weather and other adverse conditions.

12.3 Where code numbers are used, the necessary information to interpret their meaning will be made available to the employees concerned.

12.4 The Company shall assume full responsibility for damages caused by loads being over the height specified in the Highway Traffic Act (currently 4.15 metres) except damages that are directly due to the driver's negligence.

The employee shall not be held responsible for damages or fines caused by over-height or over-length, except damages or fines that are directly due to the driver's negligence or carelessness.

A task force will be established within thirty (30) days of ratification. The purpose of this task force is to reduce/eliminate cargo damages and overhead accidents.

12.5 All damages occurring while city and highway drivers are in the process of loading and unloading shall be subject to Article 12.1 of this Agreement.

Accidents occurring while driving a cargo vehicle shall be classed as a "Cargo Accident" and shall be removed from the Employees record after twelve (12) months. Incidents within the scope of this Article will not be charged to the highway driver's equipment driving record.

- 12.6** Wrong deliveries will be subject to the same provisions as in Article 12.1 of this Agreement.
- 12.7** Any claims of severity 01 and 02 that are not paid by the Company will not be held against the driver. The Company will not impose disciplinary action for damages of severity 01 or 02 without first confirming that a claim has been filed.

ARTICLE 13 – PASSENGERS

- 13.1** Employees shall not be permitted to allow anyone except employees of the Company who are on duty or other transport drivers broken down on the highway to ride on his truck except by written authorization of the Company.

ARTICLE 14 – MEDICAL EVALUATIONS

- 14.1** a) Any medical evaluation that is requested by the Company shall be promptly complied with by all employees. provided however, that the Employer shall pay for all such evaluations. The Company reserves the right to select their own medical examiner or physician and the Union may, if in their opinion they think an injustice has been done an employee, have said employee re- evaluated at the Union's expense.

The Company must provide to the Union a valid reason for an employee taking a medical and the Company must give a minimum notice of seven (7) days prior to utilizing the following provisions;

- b) A medical evaluation made necessary by government legislation for the purpose of maintaining a driver's license for the purpose of driving in the United States may be made by a doctor of the employee's choice.
- 14.2** When a medical evaluation is requested by the Company, the following conditions shall apply:
- a) If an employee takes a medical evaluation, he/she shall be paid for the time involved. In addition to time lost, any expenses incurred will be paid by the Company. Any mileage, parking or other associated charges shall be considered expenses. When an employee is required to take a Company medical away from the home terminal he/she will be compensated for the use of their personal vehicle, at a rate of .30 - .50 cents/kilometer. Should there be parking charges associated with an employee's Company medical, they shall be reimbursed upon production of receipts.
- The above noted allowances shall be paid for each visit in the event that more than one visit is required.
- b) A report of the medical evaluation will be made available to the employee. The employee will either supply a copy of the report to the Company or obtain a letter of opinion from the doctor for the Company.
- 14.3** When an employee has had an industrial accident that prevents him from returning to his former job, the Employer will cooperate in assisting the employee towards suitable employment.
- 14.4** Employees who have been suspended by the Employer regarding medical reasons and where the employees are found medically fit to perform their normal duties: they shall be reinstated and paid for all loss of earnings and/or benefits.
- 14.5** Both parties will comply with any legislation respecting medical reports.
- 14.6** Medical requirements applied by the Company shall not exceed those applied by the Ministry of Transport as it relates to drivers' licenses.

ARTICLE 15 – CITY AND HIGHWAY DRIVERS

WORK PREFERENCE

15.1 City and highway drivers' seniority shall entitle him to the following:

- a) To work each of the first five (5) days of the week.
- b) To work preference in regard to choice of loads and earning power over an employee below him in seniority.
 - b) (1) When new or additional equipment is introduced to the fleet, this equipment shall be assigned on a fair distribution basis, i.e. to drivers on scheduled runs and wild board runs, with scheduled runs earning where two (2) men might be assigned one (1) piece of equipment and wild board runs meaning where one (1) driver is assigned on one (1) piece of equipment.
- c) To bid yearly for his choice of allocated equipment and he shall remain on such type of equipment except when there are no trips available for such type of equipment in which event he may be given another type of equipment for which he is qualified and for which there are trips available. Drivers shall have the opportunity to qualify for all types of equipment to which their seniority entitles them. Once a type of equipment is rejected consistent with these provisions, it shall be the driver's responsibility to declare any change in his choice three (3) hours prior to dispatch.

The assignment of spare equipment will be done on the basis of voluntary down the seniority list and mandatory from the bottom up

- d) The equipment bid shall be posted annually by April by the Company at a time agreeable to the Company and the Union. The Unit Chairperson shall have the right to meet with the Company to discuss how the bid should be finalized. The bid shall be finalized within seven (7) days. If for some reason the seven (7) day period cannot be met, the bid must be finalized within fourteen (14) days. Upon

the employee's placement according to the bid, additional time for training purposes may be required. The annual bids in the Province of Quebec will take place in March of each year.

If because of a major change in operations affecting the annual bid, the Unit Chairperson and committee shall meet with the Company and mutually agree on the possibility of a rebid. All employees must bid on the choice and type of equipment in their seniority order.

It is understood that all equipment types shall be listed for the bid. In order to make a bid, drivers must be active on the current working seniority list, or have medical evidence of a return to work within 90 days of the bid. Drivers who are given a bid but fail to return within the 90 days and show no immediate return date will have their truck placed **up** for bid.

Employees returning to work or new employees hired after the above date shall be given a choice of bid on the remaining equipment available, with completed copies of the bid mailed to the Unit Chairperson and the Local Union. Unit Chairperson shall bid in their non-preferential seniority position. When new types of equipment become available between the bid, the equipment shall be posted for ten (10) days and all employees shall be given an opportunity to bid on the equipment in order of seniority.

Unless otherwise agreed, the Company recognizes that seniority is on the employee and not on the equipment.

- e) Drivers shall have the right to book off work at their home terminal when they have completed a total of forty-five (45) hours in that week and his Monday load according to his seniority held until 7:00 a.m.
- f) Drivers reaching the forty-five (45) hour condition in (e) above that are within sixty-one (61) miles of their home terminal shall be allowed to proceed to their home terminal, upon request, provided there is no delivery or load available en route.

g) On the weekend where highway personnel have exercised their seniority in accordance with Article 15.1 (e), the Company, in establishing the work force required, shall employ the system of going down the seniority list on a permissive basis and back **up** on a compulsory basis except those employees who have booked off in accordance with the provisions of Article 15.1 (e).

h) City and Highway Drivers returning from absence in excess of six (6) months due to injury, illness or layoff will be allowed, upon request to retrain on the appropriate equipment for a period of two (2) days and will be paid their regular hourly rate of pay for all time involved.

15.2 Dispatchers will dispatch by written instructions (delivery receipts/munronies) in the appropriate language to a point of destination and further orders may be issued to the driver by the Company if economic conditions may warrant. Dispatchers making any such changes will be required to furnish the driver and the Company with a written report covering same. To be implemented within six (6) months of ratification.

15.3 Compulsory minimum time off:

a) twelve (12) hours in home terminal at the end of a shift with seniority protection to fourteen (14) hours;

b) thirty-six (36) hours in home terminal over the weekend;

c) eight (8) hours when required to sleep away from home.

15.4 When a General Holiday extends a weekend, twenty-four (24) hours shall be added to Article 15.1 (e); also, twenty-four (24) hours shall be added to Article 15.3 (b).

15.5 Call-in procedure shall be negotiated between the Company and the Union and the Memorandum of Agreement shall be filed with the parties concerned and it shall be consistent so as to allow two (2) hours without pay to report for work. If there is no trip available at the expiry of a driver's time off and he is subsequently without work for five (5) or more hours, he shall be allowed **six** (6) hours to report for the trip accepted according to his work preference.

If a call-in procedure is not negotiated, the conditions as spelled out in this Agreement shall apply.

15.6 Where drivers are dispatched from their home terminal and loads materialize at a foreign point, loads must be arranged in accordance with seniority provided it does not cause unnecessary delay in delivery. The principle to be used in the above clause shall be based on the seniority of the employee leaving the home terminal in conjunction with the time the load is dispatched from the foreign point. Employees not wishing to accept a return load must make their declaration at the time they are being dispatched from the home terminal.

a) City and highway drivers at a foreign terminal(s) shall be given preference on first return load or loads in order of seniority destined to a point near their home terminal in accordance to their point of original seniority.

This Article is subject to the provisions attached to Articles 15.1 (c) and (d) and 15.5 of this agreement.

b) When there are trucks returning empty from a foreign terminal or foreign point, drivers will be given preference in order of seniority to return empty except as modified by bid Memorandums. Preference will also be given in order of seniority to proceed empty to other terminals or points to receive their choice of return loads, providing it does not cause increased empty miles. Consistent with Article 15.6, the above provisions shall not be employed to the extent it causes unnecessary delays in delivery.

c) When Out of Province drivers are required on an overflow basis to run traffic normally run by drivers covered under this Agreement they will be dispatched from the bottom of the seniority list.

Drivers from Out of Province delivering to Ontario or Quebec will be eligible for return loads in the direction of their home terminal. Out of Province drivers will not be dispatched to a point where the empty mileage exceeds the half way point.

15.7 Drivers arriving at a foreign terminal on the completion of a shift may be held **up** to eight (8) hours without pay; if a driver is held thereafter, he shall be paid all time **up** to ten (10) hours in any twenty-four (24) hour period. Subject to the foregoing, city and highway drivers shall not be obliged to report for work until eight (8) hours have elapsed. The Company shall pay lodgings and the meal allowance as determined under Article 21 for three (3) meals in each twenty-four (24) hour period so held over.

15.8 a) The Company has the right to make provisions for a temporary **work** force in a foreign terminal or in a foreign point on a permissive basis. In the event the work is declined in accordance with work preference, the Company reserves the right to allocate the work in reverse order of seniority. Whenever possible, personnel will be notified when personnel are to be held over at the foreign terminal or a foreign point. The Company agrees to pay three (3) meal allowances and lodgings in addition to pay earnings for each twenty-four (24) hour period.

b) Employees who are forced by the Company to return to a foreign terminal or point shall ~~be~~ be entitled to the meal allowance on the same principle as a pre-determined temporary work force.

c) No driver shall be required to accept a dispatch out of a foreign terminal or a foreign point in the opposite direction from that of his home terminal after 12:00 noon on a Friday in any week.

d) All employees temporarily transferred to a foreign terminal will be paid and bound by this Collective Agreement and their payroll will remain in their province of residence.

e) Wild board drivers will be allowed to return to their home terminal after his second sleep out.

15.9 City and Highway Driver who has not been dispatched for four (4) days will be laid off and all appropriate paperwork (ROE) will be processed within seven (7) days or within the next pay period to proper authorities at Service Canada.

At the time of issuance of the R.O.E., employee will also be provided with a form where he/she must indicate whether they wish to continue with Health & Welfare coverage during the period of lay-off. This form must be returned to the Company within fifteen (15) days of the last day worked.

15.10 In the event the Company has employees laid off in a terminal(s) and there is excessive work at some other terminal(s), the Company will give first opportunity to perform the work on a weekly basis to laid off employees in order of Company seniority.

While at that terminal, employees do not have the right to grieve on the seniority list at their home terminal and this clause is not to be used at the exclusion of Article 15.8.

While so employed, the Company will provide designated lodging at the foreign terminal.

Provisions for this Article may be addressed in Articles 15.1 (d) or 15.12.

15.11 Where the Company makes extra work available loading cars, trucks, buses and all drivers are working, other qualified employees shall be given the first opportunity to perform such work at the prevailing rate for such type of work.

Such work performed by employees in excess of nine (9) hours per day, and work commencing on Saturday shall be paid for at time and one half the rate referred to above.

15.12 In the event the Company desires to make any changes in respect to operations, such as the provisions of Article 15.6, adding or discontinuing break or switch stations, scheduling runs, bid runs, etc., such changes shall be discussed with the appropriate Unit Chairperson/Local Union of the Local Union and a committee of the Company's employees with a view of avoiding misunderstandings that might arise out of any variations of any of the provisions of this Agreement.

a) Where in conjunction with Article 15.12 above drivers who exercise their seniority to a recognized place of domicile

shall be paid on a weekly basis an amount of seventy five dollars (\$75.00) or pro-rated if less than a full week. Up to a maximum of four (4) weeks.

b) Definitions:

For the purpose of clarity in this industry the following definitions are set out.

The Company may have drivers operating in any one or all of the under noted categories.

1. WILDRUN DRIVERS

Shall mean drivers on non-designated or non-daily scheduled runs, with allocated power unit equipment: or performing delivery work on equipment that is on scheduled run at a terminal. Such drivers may be allowed to park out at approved locations (e.g. at home). Any abuse will be discussed between the terminal manager and/or designate and the chairperson and/or designate on how to rectify the situation.

2. THROUGH SERVICE RELAYS

Shall mean drivers working on specific allocated equipment on long hauls such as from Windsor border to Quebec or of a similar nature where equipment is exchanged at different locations.

3. SHARED EQUIPMENT

Shall mean two (2) drivers sharing one (1) allocated power unit, from a production location.

4. SWITCH RUN EXPRESS RUN

Shall mean drivers working on allocated power units who exchange equipment where product is moving in both directions: Or equipment working from a production point and the exchange takes place en route.

5. SPLIT RUN

Shall mean two (2) drivers on one (1) allocated power unit piece of equipment working for a non production location in this industry.

15.13 Drivers on split run operations shall be subject to the hours off regulations as outlined in Article 15.3.

In the case of split runs, the mandatory weekend thirty-six (36) hours on time off to average over a two (2) week period so as to allow drivers to change shifts.

15.14 Drivers on split run operations delayed at the home terminal over three (3) hours from the maximum hours off period (12 hours) shall be paid the drivers' hourly rate for all time held thereafter, up to nine (9) hours in any twenty-four (24) hour period. It shall be the responsibility of the Company to notify the drivers on split run operations at least three (3) hours prior to the expiry of the hours off period that he will be delayed and to the expected extent of the delay providing contact can be made.

15.15 Where two specific drivers are assigned one specific piece of equipment and one driver does not return at the appointed starting time of the second driver, the second driver will be given other proper operational available equipment or, if no such equipment is available, he will be guaranteed nine (9) hours' pay at the city and highway drivers' hourly rate. The foregoing shall be in conjunction with Article 15.12.

Equipment taken off the road on a preventative maintenance check must be put back to the assigned location at the completion of the check and must not be assigned to any other area that would prevent the equipment from returning to where it was taken from.

15.16 a) All bordercity or border city suburban operations performed between Canada and the United States shall be subject to the hours of work, overtime conditions and the prevailing rates of pay established in this Agreement. All other contractual conditions shall be subject to the terms of this Collective Agreement.

b) The Company and the Local Union, together with a Committee of the Company's employees, may discuss such other operations, including specific method of payment.

c) The present Company operations at Windsor will be considered one (1) seniority list for the terminal with the job bid posted on a yearly basis for the American operation and the highway operation. On completion of the bid, seniority lists for work preference will be established by the Company with copies to the Local Union. Employees bidding for either job will remain on the job they choose for one (1) year.

d) In the event of openings between the yearly bid on the American Operation or the highway operation, the **Company** will post the openings on the bulletin board for seventy-two (72) hours and successful bidders shall assume their positions on the seniority list for work preference the day they started on either operation until the next yearly work preference bid.

15.17 The Company and the Union recognize that there is a sixty (60) hour limitation in the driver's work week. A minimum shift shall be considered eight (8) hours worked, after which a driver will not be required to accept a dispatch at his home terminal or a foreign terminal. The Company will make an effort to regulate with the Union's assistance, a twelve (12) hour work day on the clock.

15.18 All drivers shall take a meal break of at least thirty (30) minutes and not more than one (1) continuous hour in each eight (8) hour period. No meal period deduction will be made for breakdowns which occur at other than meal time or at places where no meal is available.

15.19 City and highway drivers called for intra-city show moves between the hours of 10:00 p.m. Saturday and 10:00 p.m. Sunday shall be paid at the rate of time and one half of their regular hourly rate with a call-in guarantee of five (5) hours pay at the rate of time and one half their regular rate.

15.20 During the term of this Agreement an accurate record of city and highway drivers' times shall be recorded on a time card basis or a master sheet basis which can be checked by the Unit Chairperson or Union representative upon request.

15.21 If a driver completes his switch and/or through service relay run for which he receives his nine (9) hour guarantee and then performs extra work, this extra work will be paid in full at the applicable rate. Each switch and/or through service or express run shall constitute a nine (9) hour guarantee. Delay and/or breakdown time is not considered extra work as covered above.

ARTICLE 16 – HOURLY-RATED EMPLOYEES
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WORK PREFERENCE AND HOURS OF WORK

16.1 The term “employee” used in this Article shall not mean city and highway drivers and maintenance employees. Senior employees shall be given preference to work the first five (5) days of the week. The work week shall commence between the hours of 12:01 a.m. on Monday and 11:00 p.m. on Monday.

16.2 The standard work week shall be eight (8) consecutive hours a day, forty (40) hours a week, to be worked Monday through Friday.

All hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half the regular hourly rate. All hours worked in excess of eleven (11) hours per day shall be paid at double the hourly rate of pay. Premium rates provided herein shall not be pyramided or paid more than once for the same hours.

16.3 In all hourly rated operations, the Company and the Unit Chairperson will meet to establish application of work and shifts.

Shifts shall be posted and bid on a one month (1), three month (3), ~~six~~ months (6) or twelve months (12) basis and employees shall remain on their respective shifts during the bid and in the event the Company changes any starting times between the postings, they must allow all employees an opportunity to re-bid. classifications and distribution of work in regards

to overtime on weekends may be established on bid sheets.

Should the Shippers Operations necessitate a change in the hours of service, the Company and the Union will meet to discuss and determine if a mutually agreed to alternate application of the hours of work and shifts can be implemented.

16.4 In the event the Company needs employees to perform work on any specific bid sheet when premium rates are applicable, the Company shall give the first opportunity to perform such work to the senior qualified personnel on that shift, however, if the work is declined, the Company reserves the right to allocate the work in the reverse order of seniority.

16.5 All shifts commencing on Saturday will be paid at the rate of time and one-half the employee's regular hourly rate with a call-in guarantee of five (5) hours at time and one-half the hourly rate of pay as set forth in Article 20. The above premium shall not apply to those hours worked by an employee on regular shifts ending on Saturday.

All shifts commencing on a Saturday at 10:00 p.m. or later will be paid at time and one half for all hours worked on Saturday, and at double time for those hours worked on Sunday. Where hourly rated employees commence and work an eight (8) hour shift on a Saturday, all time worked in excess of eight (8) hours on that shift will be paid at double time. The Company will make every effort in calling laid off employees back to work when sufficient work is available.

16.6 All shifts commencing on Sunday shall be paid at the rate of double the employee's regular hourly rate with a call-in guarantee of eight (8) hours' pay at double the hourly rate set forth in Article 20.

16.7 In a standard work week in which General Holidays occur, the weekly limitation after which overtime shall be paid shall be reduced by the number of hours paid for the General Holiday as outlined in Article 25.1. Employees called for duty on a General Holiday shall be paid at double the hourly rate as set forth in Article 20 with a minimum call-in guarantee of eight (8) hours, but such time shall not be computed as time worked for the purposes of calculating overtime.

16.8 The call-in guarantee for hourly-rated employees shall be eight (8) hours. If an employee is late in reporting for work, the call-in guarantee shall be reduced by the amount of lateness.

16.9 An employee called back to work after the completion of his shift shall be paid at his applicable overtime rate and his off-shift premium with a guarantee of three (3) hours.

An employee called to work within three (3) hours of the commencement of his regular shift shall receive one and one-half (1 ½) times his regular hourly rate plus applicable shift premium for those hours worked prior to the commencement of his regular shift. Such employees shall receive their regular hourly rate for the hours worked on their regular eight (8) hour shift.

16.10 When an hourly rated employee is temporarily transferred to a lower rated classification due to a temporary lack of his normal work, he shall not suffer any reduction in his rate of pay for that day. In the event an hourly-rated employee is temporarily transferred to a higher rated classification of work, he shall receive the higher rate for all work performed that day.

16.11 All hourly rated personnel shall be allowed a fifteen (15) minute paid rest break in the first half (1/2) shift, and a fifteen (15) minute paid rest break in the second half (1/2) shift and a fifteen (15) minute rest break at premium rate to be allowed after the first half(1/2) hour of overtime during the second half (1/2) hour. The lunch period shall be not less than one-half (1/2) hour, nor more than one (1) hour without pay to be taken between the third (3rd) and fifth (5th) hour. Employees shall be allowed a five (5) minute paid wash-up period immediately preceding the lunch break and quitting time.

16.12 Where there is space available in existing facilities, and in the case of new facilities, the Company will supply lockers for yard and rail personnel.

16.13 The Company shall provide readily available first aid kits where hourly rated employees normally work.

16.14 The Company will keep an adequate supply of scrapers with brush where required in all yard operations.

16.15 All shifts shall have at least two (2) persons on duty at all times in the same work area.

16.16 Laid off yard employees – where yard employees are laid off at any yard location and there is work at another yard, laid off employees will be offered work at the bottom of the full time yard men's seniority list at any yard location falling under this Agreement.

Employees moving under this Article will maintain their Company seniority for the purpose of vacations and benefits.

16.17 Transportation vehicles shall have adequate quality seating.

ARTICLE 17 – MAINTENANCE EMPLOYEES WORK PREFERENCE AND HOURS OF WORK

17.1 Senior employees shall be given the preference to work the first five (5) days of the week. The work week will commence anytime between the hours of 10:00 p.m. on Sunday and 10:00 p.m. on Monday.

17.2 a) The standard work week shall be eight (8) consecutive hours a day and five (5) consecutive days a week. A day shall mean twenty-four (24) hours from the starting time of shifts.

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

The call-in guarantee for hourly-rated employees other than on a Saturday and Sunday shall be eight (8) hours' pay. If an employee is late reporting for work, the call-in guarantee shall be reduced by the amount of lateness.

Premium rates provided herein shall not be pyramided or paid more than once for the same hours.

17.3 In all maintenance operations, the Company and the Union will meet to establish shifts. Shifts shall be posted and bid every thirty (30) days except in maintenance shops where employees shall choose sixty (60) or ninety (90) day bids and employees shall remain on their respective shifts during the bid, and in the event the Company changes any starting times or changes the number of employees on any shifts, between the postings, they must allow all employees an opportunity to re bid. All postings must be on the bulletin board for a minimum of three (3) working days to give all employees the opportunity to bid.

All completed postings must be posted three (3) working days prior to institution.

17.4 All shifts commencing on Saturday shall be paid at the rate of one and one-half (1½) the employee's regular hourly rate until 12:00 midnight, at which time the rate shall be double the hourly rate, as set forth in Article 20, with a call-in guarantee of five (5) hours.

The Company will endeavour to give as much notice as possible for the weekend work.

17.5 All shifts commencing on Sunday shall be paid at the rate of double the employee's regular hourly rate with a call-in guarantee of five (5) hours at double the hourly rate of pay set forth in Article 20. The above premium shall not apply to those hours worked by an employee on a regular shift commencing on Sunday on or after 10:00 p.m.

17.6 In a standard week in which General Holidays occur, the weekly limitation after which overtime shall be paid shall be reduced by the number of hours paid for the General Holiday as outlined in Article 25.1. Employees called for duty on a General Holiday shall be paid at double the hourly rate as set out in Article 20 with a minimum call-in guarantee of eight (8) hours but such time shall not be computed as time worked for the purposes of calculating overtime.

17.7 An employee called back to work after the completion of his shift shall be paid at the applicable overtime rate plus his off

shift premium with a guarantee of three (3) hours at time and one-half the hourly rate as set forth in Article 20 and shall only be required to perform the specific job he was called in to do.

An employee called to work within three (3) hours of the commencement of his regular shift shall receive one and one-half (1 ½) times his regular hourly rate plus applicable shift premium for those hours worked prior to the commencement of his regular shift. Such employees shall receive their regular hourly rate for the hours worked on their regular eight (8) hour shift.

- 17.8** In the event the Company needs employees to perform work (including breakdown and road service work) on any specific bid sheet when premium rates are applicable, the Company shall give the first opportunity to perform such work to the senior qualified personnel on that shift. However, if work is declined, the Company reserves the right to allocate work in reverse order of seniority. Except in the case of breakdown and road service work assigned prior to the completion of the eight (8) hour shift, overtime shall not exceed four (4) hours on the last shift of the week leading into Saturday without giving employees on the other shifts, who have been off duty for eight (8) hours, the opportunity to work according to seniority. (This does not preclude an employee being called back under the provisions of Article 17.7).

Work required to be done above the standard work week. when maintenance employees are **not** at work, shall be allocated **to** in order of seniority to the classifications by which the work is normally performed and if work is declined, the Company reserves the right to allocate the work in reverse order of seniority.

- 17.9** All maintenance personnel shall receive five (5) working days' notice prior to layoff.

- 17.10** It shall be the Employer's right to utilize his manpower whenever needed having due regard for seniority, qualifications and the necessity of not disturbing the continuity of work being performed providing however. that if an employee is

temporarily transferred, not including layoff, to a lower classification, he shall receive the rate of pay established for his higher classification. Employees moving from lower classifications to higher classifications shall receive the rate of pay for the higher classification for all time spent on the particular job. An employee transferred permanently from a higher classification to a lower classification shall receive the rate of pay established for the classification to which he is transferred.

Where required on different shifts, the junior mechanic may be assigned semi-skilled work on a temporary basis not to exceed thirty (30) days.

17.11 All maintenance personnel shall be allowed a fifteen (15) minute paid rest break in the first half shift, a fifteen (15) minute rest break in the second half shift and a fifteen (15) minute rest break at premium rates to be allowed after the first half (1/2) hour of overtime during the second half (1/2) hour. The lunch period shall be not less than one-half (1/2) hour, nor more than one (1) hour without pay to be taken between the third (3rd) and fifth (5th) hour. Exclusive of tool cleaning, employees shall be allowed a five (5) minute paid wash-up period immediately preceding the lunch break and quitting time.

17.12 Where job openings occur within the Maintenance Department, including specialized or designated jobs, the job will be posted for fourteen (14) working days. Successful bidders will be accepted in accordance with qualifications and seniority. Thereafter such job posting shall be included in the Article 17.3 posting; Specialized jobs to be bid yearly. The Company will notify all employees absent for any reason during this process. Successful bidders must be available to work within seven (7) days or otherwise by mutual agreement.

17.13 The following shall be used in classification of maintenance personnel under this Agreement.

- a) SEMI-SKILLED CLASSIFICATION— shall be lubrication servicemen, washers, assistant stockmen and tire men.
- b) SKILLED CLASSIFICATION ~ will include all licensed

personnel including welders, welder lay-out men and painters. Employees domiciled in the Province of Quebec shall continue on the same principle and practice as presently in effect.

- c) It shall be noted that in making all these classifications, the work to be performed is that which is being classified and not the skill of the particular employee applying for work.
- d) The repairing of brakes, rebuilding of transmissions, differentials and motors along with all ignition and front end re-building and wheel alignment work shall be classified as skilled work. A skilled painter is a man who is capable of and is required to do refinishing from the metal up with the exception of lettering.
- e) Apprentices under the Apprenticeship and Tradesmen's Qualification Act, shall be defined as employees who assist and accept guidance from skilled employees.
- f) All apprentices shall be subject to the terms of this Agreement.
- g) The Company, while employing men in the Maintenance Department shall encourage, where possible, these men to apply for apprenticeship papers and urge them to obtain a certificate when eligible. Where the employee has been employed in semi-skilled work and subsequently obtains a license as a skilled mechanic, he shall be placed in the skilled group and shall receive the applicable rate of pay.
- h) An apprentice may be kept on a day shift for a maximum of six (6) months for monitoring and evaluation purposes pursuant to the Apprenticeship training standards.

Apprentices shall start at 60% of the skilled rate.

The Apprentice will move to 70%, 80% and 90% of the skilled rate at the time of successful completion with the passing grade of each level of schooling, basic, intermediate and advanced.

When the Apprentice achieves his truck and coach technician certificate he will then be paid at 100% of the skilled rate.

- i) Any apprentice shall be paid the difference between his normal pay and the Government Grant while attending school for the purpose of obtaining any certificate pertaining to the trade.
- j) An apprentice shall receive the applicable rate of pay after he has received his certificate of qualification
- k) As a result of the introduction of the Apprenticeship Program, no apprentice presently employed by the Company shall suffer any reduction in wages or other benefits.
- l) This apprenticeship Program will also apply to apprentices in the Province of Quebec.

17.14 A lead man shall be defined as an employee who performs regular work and who is charged with the responsibility of making decisions as to what repairs are necessary and to assign work as necessary. On and after the date of signing of the Agreement new lead man positions will be offered on the basis of seniority and qualifications. In the event of a layoff, the lead man shall not enjoy super seniority rights. **All lead hands must come from the SKILLED TRADES QUALIFICATION, but more specifically, be a CLASS 310T MECHANIC or equivalent designation (eg. Quebec issue).**

17.15 Where maintenance personnel are working away from the terminal premises on a road call during their meal period they shall be paid a meal allowance and shall be paid a further meal allowance for every four (4) hour period they continue to be away from their home terminal. The meal allowance is equivalent to a highway drivers' meal allowance.

17.16 The Company shall supply all necessary tools required by the lubrication servicemen in the performance of their duties.

- a) All tools of 3/4" drive and over and all special tools, including an adequate supply of air impact wrenches, with

necessary sockets provided. required for the job shall be supplied by the Company. Necessary truck manuals will be made available in the maintenance shops.

All tools including tool meters, broken or worn out in Company service shall be replaced in quality by the Company within ten (10) working days of being turned in; Must allow tool truck access to each terminal weekly.

- b) The Company shall provide a tool allowance to all employees who have completed **six** (6) months of work. This amount is to be paid towards the maintenance employee's purchase of tools.
- To skilled "A" mechanics, seven hundred dollars (\$700.00) in each year of the Agreement;
 - To bodyperson and apprentices, two hundred and fifty dollars (\$250.00) in each year of the Agreement;
 - To welders and 'IT' mechanics, one hundred and fifty dollars (\$150.00) in each year of the Agreement.

The tool allowance shall be pro-rated on a monthly basis. Employees must work a minimum of five (5) days in the month to qualify for that month's credit. Vacation and General Holidays shall be considered as time worked for the purpose of this Article. The tool allowance is to be paid on the first pay day in November.

- c) Insurance - The Company will provide insurance coverage for loss of mechanics' tools taken from Company premises in the case of a forced entry into individual tool box and/or into Company's property. The premiums shall be borne by the Company and claims to be paid to the mechanic in the case of a loss of his tools. Coverage will also be provided for loss due to fire.

In order to claim under this clause, the mechanic must have filed annually, an inventory of his tools with the Company.

Employee may provide video inventory or other electronic record of tool inventory. It shall be the Company's responsibility to file and secure. It is understood that insurance coverage does not apply to tools lost or misplaced by the

employee. Upon confirmation of "forced entry" or "loss due to fire", tools will be replaced in kind, i.e. comparable quality.

- d) The Company will provide appropriate trailer diagrams for all new equipment for repair purposes.
- e) The Company will bear the full cost where maintenance persons are required to move their tools from one shop to another in conjunction with Article 9.16.

17.17 The Company shall pay the Health and Welfare premiums for all maintenance employees who are attending trade school. Any employee who takes a course approved by the Company related to the trade and provided such employee passes the course and obtains a certificate, he shall be reimbursed for the cost of the course. In the event an employee succeeds in qualifying for a diesel and/or propane endorsement on his/her license, he/she shall be given the opportunity by the Company to gain further experience on diesel and/or propane equipment if the work is available.

During the term of this Agreement, the Company shall by mutual agreement, provide at no cost or loss of wages to maintenance personnel, a program for employees to be upgraded and to be familiarized with equipment used to perform maintenance work and for upgrading on the new power equipment that is put into use from time to time.

The Company shall provide at no cost or loss of wages to maintenance personnel, training on equipment used to perform maintenance work and for upgrading on new power equipment as required.

17.18 Maintenance shops shall be provided with ample adequate exhaust and ventilating systems that must be kept in satisfactory working order and that will remove exhaust fumes, welding fumes, etc.

17.19 The Company shall supply lockers for maintenance personnel.

17.20 Proper sized raincoats, rubber pants, rubber boots, rubber

gloves and hat will be made available to all maintenance personnel required to work outside during wet weather. No employee shall be compelled to wear raincoats, welding helmets or boots or safety glasses that have been used by other persons unless these items have been properly sterilized. This clause is also applicable for inside wash racks.

At each maintenance location, an adequate supply of winter coats will be made available for employees required to work outside. Past practice shall be maintained. Safety vests or highly visible clothing to be supplied by the Company.

17.21 The Company shall supply and maintain adequate coveralls as needed, maximum of five (5) pair per week. The Company will stock an adequate supply of spare coveralls for the use of newly hired personnel and to cover replacements in the case of oil spills, etc. Where shirts and pants have been supplied in lieu of coveralls this practice will be continued.

17.22 The Company shall pay for all safety equipment that is required by law or Company policy. Where an employee must, because of his work, wear prescription safety glasses, the Company agrees to pay, as a maximum, two hundred and fifty dollars (\$250.00) annually towards the cost of prescription safety glasses or replacement safety lenses. **All** maintenance shops shall be supplied with safety glasses and safety goggles where required.

17.23 Recognizing the Union's concern over maintaining leased or Company owned equipment repair work (including tires) in the Maintenance Division.

17.24 (a) The Company will arrange to have **all** of the work possible performed by employees of the Company on the basis of but not limited to the following:

- a) Diesel tune-up
- b) Diesel motor overhaul
- c) Diesel motor rebuilding
- d) Diesel and gasoline equipment maintenance (including rebuilding and replacing parts)
- e) Wheel balance and front end machine work

- f) Brake drum work
- g) Reasonable road service work
- h) All possible **warranty work**
- i) Trailer repair work
- j) Provide an opportunity for reasonable overtime (up to eight (8) hours weekly)

Committee people in each maintenance shop shall have the opportunity to discuss with the manager, a reasonable distance of road service work to be performed.

At the request of the Local Union and/or National Representative the documents on any sublet repairs shall be made available to him or her.

All Canadian based equipment will be maintained by the Company at its Canadian Maintenance Facilities.

The Company and the Union agree that reasonable road service work will be performed by employees of the Company.

When required, the parties will meet to discuss the application of this agreement.

This agreement shall not preclude the parties from pursuing this matter further through the Grievance Procedure.

The Company will provide the necessary equipment to accommodate one licensed mechanic to perform minor repairs at Bramalea. These mechanics will be on the Bramalea Maintenance Seniority List for the purpose of overtime entitlement and shall be eligible for weekend overtime consistent with weekend overtime being available in the Bramalea Shop.

Future retirees in the Bramalea Shop will be replaced providing the work remains constant.

- (b) Maintenance personnel will not be required to perform work outside at the terminal in inclement weather where such work can be performed in the garage. The Company will supply gloves to employees for dropping and hooking trailers.

- 17.25** Hand barrier cream, lanolin waterless hand cleaner and lanolin powdered hand cleaner shall be supplied in addition to the normal washroom facilities for all maintenance personnel.
- 17.26** The Company shall supply welders with properly-sized five (5) fingered welding gloves along with proper welding masks.
- 17.27** The Company shall provide a minimum of one complete set of metric tools when required.
- 17.28** The Company agrees to provide heating equipment capable of producing and maintaining with the doors closed; a temperature of sixty-five (65) degrees Fahrenheit in all maintenance shops.
- 17.29** The Company and the employees will co-operate *to* maintain clean working premises.
- 17.30** Unit Chairpersons at each maintenance shop shall have the opportunity to discuss with management, a fair distribution of work program.
- 17.31** Mobile washer personnel will neither start nor move equipment.
- 17.32** Maintenance personnel shall not be required to use a time punch clock at lunch time **if** remaining on the property.
- 17.33** Where it is now the practice parts pick-up and/or delivery shall be performed by bargaining unit stockmen and/or maintenance personnel.
- 17.34** All shifts shall have at least two persons on duty at all times in the same work area.
- 17.35** Where maintenance employees are laid off and the Company requires additional help at another location within the Company. the Union and the Company agree to meet and discuss offering the work to laid off qualified employees. Employees moving under this Article will go to the bottom of the seniority list. Employees moving under this Article will maintain

their Company seniority for the purpose of vacations and benefits.

- 17.36** The Company will recall laid off employees back to work when sufficient work is available.

ARTICLE 18 – GENERAL

- 18.1** The Company shall provide:
- a) Adequate driver room facilities including access to a telephone:
 - b) Clean, sanitary, properly ventilated washrooms:
 - c) Clean, sanitary, air conditioned, properly ventilated lunch rooms and a sufficient supply of cool drinking water and sleeping accommodations which are not in contravention of the Department of Health standards.
- 18.2** Employees handling hazardous material and cleaning equipment shall be supplied by the Company with all necessary safety equipment to protect the employee's person.
- 18.3** The Company shall provide and maintain sufficient parking facilities for all employees while on duty. The Company will, wherever possible, assist employees in starting their personal cars in cold weather.
- 18.4** Personnel shall be allowed time off to vote in Federal, Provincial or Municipal elections in accordance with the appropriate statute.
- 18.5** If an employee meets with an accident after starting work, incapacitating him from carrying out his duties, he shall be paid the equivalent of what he would have earned had he completed his normal shift. A normal shift shall be defined as the equivalent of the employee's call-in guarantee providing he is not receiving compensation from the Workers' Compensation Board for that day and the Company shall supply adequate transportation to a hospital or doctor and thence his residence.

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

If the Company institutes a bonding system, present employees who are on the seniority list will not be discharged because of failure to obtain a bond.

- 18.7** a) All employees will be paid weekly and pay cheques shall be made available as soon as possible but no later than Thursday noon each week. There shall be no more than one week's pay held back. When Thursday or Friday is a holiday, the Employer will issue the cheque on Wednesday. Minor shortages will be paid the following pay period when brought to the attention of the Company. Shortages in excess of fifty dollars (\$50.00) will be paid immediately, with proper income tax already deducted.
- b) The Company shall pay to employees leaving the service of the Company, all wages owed them including earned vacation and General Holidays, etc. as **soon** as possible but not later than the following pay day.
- c) The Company shall not re-arrange an employee's pay cheque until the Company meets with the Local Union and affected employee and such employee signs off and agrees to a re-payment schedule, if applicable. Repayment schedule shall be consistent with the time period over which overpayment occurred not to exceed three (3) months. If overpayment is by single **lump** sum amount and discovered

in the same pay period, it will be recovered in a single lump sum the following pay period.

- d) Where the Company chooses to pay by direct deposit, employees are required to provide necessary information.
- e) Drivers will be provided with a trip sheet identifying the various pay items and point to point mileages. Any discrepancies that can be corrected by dispatch can be done so at anytime prior to the trip completion process.
- f) Each terminal location shall have at least one person available to process adjustments and respond to inquiries. Where necessary, a process to handle adjustments for employees on shifts shall be implemented.
- g) Pay statements shall be available to all shifts on Wednesdays. A separate pay run will be performed each Thursday as warranted to ensure the proper processing of adjustments. Adjustments to be paid by direct deposit on the Friday following payday.
- h) Where employees have not had an opportunity to submit adjustments before the Thursday pay run, these adjustments will be processed, in detail, for the following pay periods except those shortages in excess of fifty dollars (\$50.00) which will be paid by manual cheque immediately..

18.8 Where the Company's employees belong to one (1) credit union, the Company agrees to make payroll deductions upon receipt of employee's authorization. The Company shall remit the monies so deducted to the Credit Union the week following the week in which the money was deducted. Provisions shall be made by the Company to deduct Canada Savings Bond contributions in equal amounts every pay, upon authorization of the employee.

18.9 a) Automotive vehicles destined for delivery by truck transportation from the United States to Canada and vice versa, shall be delivered to an agree-to terminal or marshalling area from which point final delivery of the au-

tomotive vehicles shall be made by the drivers in their respective countries. Present agreed-to practices shall remain in effect.

- b) In order to avoid any labour and/or labour/management misunderstanding between Canada and U.S. any changes in the above mentioned operations that are now in effect must be discussed prior to implementation with the appropriate Canadian and U.S. local unions involved and all **items** agreed to will be listed in a memorandum and signed by all parties.

18.10 All facilities shall be provided with eye **glass** cleaning stations.

18.11 The Employer shall ensure that the first aid station is at all times in the charge of a worker who:

- a) Is *the* holder of a valid St. John Ambulance Emergency First Aid Certificate or its equivalent and;
- b) Works in the immediate vicinity **of** the station.
The Employer shall provide First Aid courses without loss of pay to hourly rated employees where required by law.

18.12 All payroll work and records will remain in Canada **as** Canadian work.

18.13 If the Company requests an employee or an employee applies to qualify on road and/or driving equipment requiring a special license or if an employee is required to qualify on equipment in order to obtain a better job opportunity with the Employer, the Employer shall allow such regular employee the **use** of the equipment in order to take the examination.

Provided, however, that until the Employee is properly licensed to operate the equipment, the employee may operate the equipment **on** public roadways only when accompanied by a qualified examiner.

18.14 Where the employee is charged with an offence relating to an accident involving a Company vehicle and/or products the Company will provide and pay the cost of legal representation

and he will be reimbursed for his time in court at his regular hourly rate.

18.15 Where the Company is Federally regulated, they will comply with Federal Legislation. Where companies **are** Provincially regulated they will comply with Provincial Legislation.

18.16 All employees will have an opportunity to bank trips or overtime on a weekly basis. All banked overtime and or trips shall be paid out at the employee's request or the end of December each year.

18.17 The Company will supply each driver with a list of hotels and motels and a lodging card that is activated. This list shall be updated annually in March.

18.18 PAID EDUCATION LEAVE

The Company agrees to pay into a special fund one (1) cent per hour, per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of trade union functions. Such moneys to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Company to the following address: **CAW** Leadership Training Fund, 205 Placer Court, Toronto, Ontario M2H 3H9. The Company will provide each Chairperson a copy of the information related to funding on a quarterly basis broken out by Local Union.

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted leaves of absence without pay for twenty (20) days class time, plus travel time where necessary, said leaves of absence to be intermittent over a twelve month period from the first day of leave. The Company will be provided with two weeks advance notice, in writing, of any scheduled paid education leave for any members of the bargaining unit. In addition it **is** agreed that no more than five (5) employees from any Local Union may be granted such leaves at the same time. Employees on said leaves of absence will continue to accrue seniority and benefits during such leaves.

18.19 HUMAN RIGHTS STATEMENT

The Employer and the Canadian Auto Workers Union are committed to the concept of equal opportunity in the workplace and both parties are devoted to promoting this principle.

Moreover, providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each other's rights.

Human Rights Training is a fundamental step in the parties' joint activities related to employment equity and will help to complement future proactive initiatives of The Employer and the Union in their mutual objective of achieving a fair and representative workforce.

18.20 SUBSTANCE ABUSE

- a) The Union and The Employer Jointly recognize substance use and abuse to be a serious medical and social problem that can be successfully treated. It is in the best interest of the employee, the Union and The Employer to encourage early intervention and treatment to **assist** employees towards full rehabilitation. Such assistance includes, but is **not** necessarily limited to, identification of the problem at the earliest stages, motivating the individual to obtain help, referral of the individual to appropriate treatment and rehabilitation facilities and a continuing education of employees and Union and management representatives alike to recognize and deal constructively with such problems as they arise.
- b) Leave of absence in excess of thirty (30) days will not be granted until a request for same is submitted in writing to both the Union and the Company. The parties agree to exercise reasonable discretion. The Company will recognize sick leave of absence to an employee who enters a treatment centre for chemical dependency.

ARTICLE 19 – HEALTH, SAFETY & ENVIRONMENT

19.1 Company Duties

The Company shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace. The Company shall comply with all applicable health and safety legislation and regulations.

19.2 Joint Health and Safety Committee

- a) A Joint Health & Safety Committee shall be established in each Local Union, to include at least two members chosen by the Union.
- b) Two co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a Union member, the other shall be a Company member.
- c) Without limiting the generality of the foregoing, the committee shall:
 - i) Determine that inspections have been carried out to Code Timeline by the co-chairs or designates. These inspections shall be made of all places of employment, including buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices including ergonomics assessment. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions.
 - ii) Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.
 - iii) Consider recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted.
 - iv) Hold meetings at least once a month for the review of
 - Reports of current accidents and occupational diseases, their causes and means of prevention;

- Remedial action taken or required by the reports of investigations or inspections;
 - Any other matters pertaining to health and safety
- v) Record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, posted on the bulletin boards and sent to the local union and national union representative
 - vi) Have access to and promptly receive copies of all reports, records and documents in the Company's possession or obtainable by the Company pertaining to health or safety as indicated in the part 2 of the code.
 - vii) Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this Agreement.
 - viii) The Union health and safety committee shall meet without Company representatives for at least one hour prior to the committee meeting.

19.3 Right to Refuse

- a) The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them or any person and that signs are posted in the workplace advising them of this right.
- b) When a worker exercises his or her right to refuse, he or she shall notify the supervisor who shall promptly notify the union co-chair or designate who shall participate in all stages of the investigation. The worker shall stand by at a safe place and participate fully in the investigation of the hazard.
- c) The Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refuses unless the second worker is advised of the reason for the

work refusal in presence of the co-chair and refusing worker.

- d) If the union co-chair and the supervisor cannot agree on a remedy to the **work** refusal, the government inspector shall be called in.
- e) No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing hazardous work.

19.4 Accident and Incident Inspections

Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated. The co-chairs or designate shall investigate the accident or incident.

19.5 Education and Training

No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper education, training and instruction. Such training shall include ergonomics training and chemical hazard training, as required by code.

19.6 Disclosure of Information

The Company shall provide the Union and the committee with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazards, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

19.7 Right to Accompany Inspectors

The Union co-chairperson or designate shall be allowed to accompany government inspectors on an inspection tour and to speak with the inspector out of earshot of any other person.

19.8 Access to the Workplace

Union health and safety staff or union consultants shall be provided access to the workplace to attend meetings of the committee or union committee or for inspecting, investigating or monitoring the workplace.

19.9 NATIONAL DAY OF MOURNING. REMEMBRANCE DAY. DAY OF REMEMBRANCE FOR WOMEN VICTIMS OF VIOLENCE

Where reasonably possible, employees will be allowed one (1) minute of silence at 11:00 am on April 28th of each year in memory of those workers killed on the job, on November 11th of each year in observance of Remembrance Day, and on December 6th of each year in observance of the day of Remembrance for women victims of violence.

19.10 Protective Clothing and Equipment

The Company shall provide all employees whose work requires them to wear protective devices with the necessary tools, equipment and protective clothing.

19.11 First Aid Attendants

- a) There shall be first aid attendants present on all shifts at each location.
- b) If the first aid attendant is a bargaining unit member the company shall pay for the fees, textbooks and lost time of all first aid attendants who successfully complete first aid course.

19.12 Injured Worker Provisions

- a) An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the rest of the shift at his/her regular rate of pay.
- b) Such employee shall be provided with transportation to his/her doctor's office or hospital and to his/her home.

**ARTICLE 20 – HOURLY WAGE AND
CONDITIONS**

20.1 The hourly rates shall be maintained for the life of the agreement:

Maintenance Employees

Skilled	\$27.93
*Semi- Skilled	\$25.22

Other Hourly Rated Employees

Drive Away Men	\$24.52
*Yardmen.	
Checkers, and Bus Drivers	\$24.62
Railcar Loaders and/or Unloaders	\$24.77
City and highway drivers: Hourly Rated	\$24.52

*Employees performing fuelling as part of their duties will be paid at the semi-skilled or yard men rate.

(a) A shift premium will be paid to all hourly rated employees, exclusive of maintenance employees, for all hours worked on shifts, except those shifts starting between the hours of 6:00 a.m. and 10:00 a.m. The shift premium shall be as follows:

\$.55

(b) A shift premium will be paid to maintenance employees for all hours worked on shifts, except those shifts starting between the hours of 6:00 a.m. and 10:00 a.m. The shift premium shall be as follows:

\$1.00

20.2 If an employee is called for jury duty or crown witness on his normal working day, the Company agrees to pay the equivalent of an eight (8) hour day at straight time pay. Once called for jury duty or as a crown witness, the employee will not be expected to report to work that day.

20.3 Should a death occur in the immediate family of an employee who has completed his probationary period (immediate family being limited to father, mother, spouse, current common-law spouse, brother, sister, step-parents, step-son/daughter, son daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, grandparents-in-law, legal guardian, *still born*, the employee must notify the Company of the bereavement and such employee shall be paid three (3) days' pay at their appropriate hourly rate for eight (8) hours where the day of the death and the funeral are between Monday and Saturday. Where a Sunday is involved, the third day for pay would be the following Monday. City and highway drivers whose wages are normally calculated on a mileage basis shall receive ten (10) hours' pay at the city and highway drivers hourly rate.

NOTE: Stillborn to be defined as the delivery of a dead baby after the 20th week of pregnancy, loss of fetus before the 20th week of pregnancy is considered a miscarriage.

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

20.4 The Company shall pay the prevailing hourly rates to employees and committee persons to attend Company meetings; other than meetings provided for under this Agreement or meetings requested by or agreed to by the Union.

The employee shall be paid his regular straight time rate of pay for all time spent attending such meetings.

20.5 Delays and breakdowns and any other hourly rated work shall be paid for on a time payment basis in accordance with the schedule of city and highway drivers' hourly rate as set forth in Article 20.

Drivers shall be paid at the city and highway drivers' hourly rate while delayed at loading or delivery points, exclusive of time spent performing their normal loading and unloading duties. Such delays may be attributed to dealer checker being unavailable, no telephone provided and unsafe conditions. Drivers must report delays to the Company, where possible, at the start of the delay time. The Company recognizes

the difficulties of making deliveries in certain locations and under certain conditions. The Company will continue to work through the manufacturers to attempt to correct these problems.

- 20.6** To be paid for such work as breakdowns and other allegedly unavoidable delays such as delays due to fog, sleet, ice and snow occurring in any area and all other time payment work, city and highway drivers must report same on his trip report and/or on a form provided and approved by the Company's representative in charge. The Company may, at its discretion, require a driver to sign a Statutory Declaration; this is of the same force and effect as a statement made under oath and by virtue of the Canada Evidence Act, in which he shall set forth the causes to the best of his knowledge and belief for such breakdowns and/or delays occurred. In the event of a breakdown or other allegedly unavoidable delay occurring in areas without supervision, the driver shall contact the Company's office for instructions. If an extended delay occurs the driver shall receive the mileage rate to the point of the breakdown or ten (10) hours at the hourly rate, whichever is greater. If a driver is delayed after an eight (8) hour period, he shall be paid the first (1st) ten (10) hour period at the appropriate hourly rate of pay out of each twenty-four (24) hour period thereafter and must be paid three (3) meals on each payment of the equivalent of ten (10) hours plus sleeping accommodation.
- 20.7** Where the Company requires city and highway drivers to make the initial hook-up and the final unhooking of equipment, they shall be paid minimum of one quarter (1/4) hour pay for each individual hook-up or unhook. At intermediate points where city and highway drivers are required to switch trailers, they shall be paid a minimum of one quarter (1/4) hour for each individual drop and hook up. The Company shall provide help where needed in the hooking and unhooking of equipment.
- 20.8** Any city and highway drivers called in to perform a shift or shifts of work which is normally performed by employees under the hourly rate, Article 16 will be paid under the terms of this clause.
- 20.9** City and highway drivers called for work shall receive no less than nine (9) hours' pay except on Saturday when there shall be

a guarantee of five (5) hours. However, on a Saturday when city and highway drivers work on a split run, scheduled run or relay, or as part of a two man-on-a-truck operation, he shall receive a nine (9) hour call-in guarantee. If an employee is late in reporting for work, the call-in guarantee shall be reduced by the amount of the lateness.

20.10 City and highway drivers picking up company equipment or disabled used equipment or wrecked units, shall be paid at the hourly rate in excess of one-half (1/2) hour in addition to the **loading rate, pick out rate and stop rate.**

20.11 If any government authority orders a reduction in the hours of work permitted, the rates of pay will be adjusted by increasing the rate of pay in proportion to the reduction of hours permitted to be worked with the calculation being made on the **basis** that the present rate of pay is based upon a fifty (50) hour work week for highway drivers. This will take effect **on** the day the regulation or order takes effect and will be subject to the grievance procedure.

20.12 Highway drivers dispatched from a point in Canada to the United States or through the United States shall receive fifteen dollars (\$15.00) and this rate shall be paid during the term of this Agreement. This pay shall compensate the driver for clearing customs both **on** entry to and exit from the United States. In addition to this, he shall be paid the agreed mileage on the basis of this Agreement and shall receive payment for loading and unloading as specified in the provisions of this Collective Agreement. Delays in excess of one (1) hour shall be paid at the prevailing Canadian rate.

20.13 Highway drivers required to go off route upon request of the Company shall be paid the full amount of time involved at highway drivers' hourly rate. This will apply if the Company directs a driver to fuel at a location which is off route to the extent of three (3) miles or more.

20.14 Where there is more than one (1) person assigned to one (1) piece of equipment drivers shall be paid one (1) stop at the applicable stop rate for exchanging equipment, except **w h e r e** the requirement is necessary, at the commencement of a tour of duty.

**ARTICLE 21 – HIGHWAY RATES
AND CONDITIONS**

21.1 a) MILEAGE RATES

Highway drivers shall be paid mileage as set out in accordance with existing practices:

Loaded Mileage.... \$.5295

Empty Mileage..... \$.4696

b) LOADING AND UNLOADING RATES

Where the driver is required to load or unload the equipment, he shall be paid in accordance with existing practice for each unit loaded or unloaded as set out below:

Load rate will be \$4.37 per unit and unload rate will be \$4.37 per unit for the life of the Agreement. Premium rate will stay intact as the 9-Car rate.

Drivers will not be required to carry more than 9 vehicles per Load.

c) Drivers required to remove or re-arrange tail lights, spare wheel tires, exhaust pipes, etc. shall be paid two dollars (\$2.00) per unit in addition to the loading rate.

d) STOPRATES... \$5.24

A driver will be paid in accordance with the following rate for each stop required by the Company in the loading and unloading of equipment.

e) Intra-City... \$5.24

Where a driver makes one (1) stop to deliver vehicles to **two** (2) or more separate dealers within a city or single zone each dealer will be treated as a separate stop for pay purposes.

f) Inter-city... \$5.24

g) In the case of a second and subsequent loading and/or unloading stop within a city (except in Montreal and Quebec where the flat rates apply as outlined in Appendix "C" and "D" respectively) where no zone mileage is applicable, a payment shall be made for the second and subsequent stops

as follows: \$4.11

This payment is in lieu of any mileage and is in addition to the stop rate. This applies in the case of where a loading stop is en route and not at final destination.

- h) Where a driver is required to stop at a yard after leaving the original yard to pick up bills and proceed to a difference yard to load, the stop rate shall apply.
- i) Toronto shall consist of six (6) zones, Mississauga shall consist of four (4) zones, Montreal shall consist of six (6) zones as per appendices "A" and "B" attached hereto.

The Company agrees to recognize all full size four door pick up trucks with a minimum wheel base of 139" and a minimum overall length of 226" as four door crew cabs as referred to in Article 20.1 (b).

The list of four door crew cabs include at a minimum, the Dodge Ram Quad Cab, Ford F-150 Super Crew, Toyota Tundra Double Cab, Nissan Titan 4 Door Pickup, GM Heavy Duty Crew Cab and the GM 1500 Series Light Duty Crew Cab.

Where there is an established practice of paying the crew cab premium on vehicles of smaller dimensions, this practice will continue.

The premium as described by Article 20.1 (b) will be paid on all full loads consisting of at least one (1) full size four door pickup as described above.

21.2 Where a new driver is in training he/she shall be paid at the rate of fifteen dollars (\$15.00) per hour for all hours worked.

A driver trainer shall be paid at a rate of thirty dollars (\$30.00) an hour for ten (10) hours per day when training drivers.

A driver mentor shall be paid an additional two (2) hours per day in addition to his regular earnings when accompanied by a trainee.

Both the driver trainer and driver mentor shall if required sub-

mit a written report on their observations. No driver shall be compelled to take a trainee. Trainees shall not work alone. When a trainee is sent out on the highway with a driver the trainee shall receive the road expense allowance as provided in this agreement.

- 21.3** Drivers required to sleep away from their home terminal shall be provided with sleeping accommodation by the Company. In the event an employee is required to pay for his own accommodation, he shall be reimbursed the amount upon arrival at his home terminal providing he has a bona fide receipt. The Employer has the right to designate or provide suitable places of lodging. Drivers shall not be compelled to sleep more than one (1) in each room.
- 21.4** Drivers will be paid a meal allowance of ten dollars (\$10.00) for the first sleep out. Each following day away, the driver shall receive thirty dollars (\$30.00) per day until he returns to home terminal or residence.
- 21.5** The highway mileage rate shall include the normal preparation of the vehicle and storing of equipment at the home terminal. It shall be the responsibility of the driver to check oil, fuel, tires, water and lights on equipment. Any defects in same shall be immediately reported to the maintenance department at the home terminal. In the event the employee is on the road, they shall notify the appropriate personnel.
- 21.6** Short detours which may arise will not be paid for as additional mileage unless they necessitate more than three (3) extra miles of driving. In the event that there is a choice of detour routes, then the shortest route will be the extra mileage paid for.
- 21.7** Where the driver is required to place a protective covering on a cargo, he shall be paid one dollar (\$1.00) per car so covered and one dollar (\$1.00) per car for the removal of a car covering.
- 21.8** The Company shall provide a one type trip sheet which makes provisions for various earnings structures and zones in a manner which allow the driver to determine the basis of his earn-

ings. The driver will only be required to make out one trip sheet for all pay earnings. He shall be allowed to retain a copy and receive one with his pay cheque showing the total amount of monies earned. Bona tide claims for pay must be paid the following pay day.

A simple breakdown form and/or a simple damage claims form, if required by the Company will be filled out by the driver and attached to his trip sheet when turned in.
Implement within ninety (90) days of ratification.

21.9 Drivers shall be paid where loading units that are not picked out in addition to the loading rate structure as follows:

\$1.81

Definition of a "pick-out" shall mean cars lined up in proper loading order within two hundred (200) feet of the loading vehicle. Highway drivers shall not pick out units at releasing companies where pull out men are employed.

Where problems arise at releasing yards, marshalling yards, rail yards or any destination concerning the parking away and or baying of units, the Company and the Union will meet to agree to the applicable rate of pay for each unit involved considering the unreasonable distance and/or the procedure involved. The agreed to rate of pay will be \$1.00 per unit.

a) The loaded mileage rate shall be paid to highway drivers required to haul Company-owned parts, tires and accessories plus any delayed time involved.

21.10 When new types of trailer equipment for which rates of pay are not established by this Agreement are put into use, rates governing such operations shall be subject to negotiations between the Company and the Union. In the event of failure to reach agreement on such rates, the questions shall be referred to arbitration as per Article 6 and the rates as determined shall be applied as of the day that the equipment is put into use.

21.11 No driver will be required to drive more than twenty-five hundred (2500) miles in any one (1) week.

21.12 Highway drivers required to dead-head shall be paid the empty mileage rate and a proper secured seat shall be provided in the dead-heading Company vehicle.

21.13 a) City and highway drivers shall be paid the following amounts when they are required to fuel their own vehicles either at a Company facility or self-serve fuel depot or station:

\$4.52

b) Company drivers shall be paid the rate as in (a) above when required by the Company to use Owner Operator trucks.

21.14 The Employer agrees to provide all employees at time of dispatch with the necessary monies to cover all bridges, ferries and toll highways. It is further agreed that where drivers have paid for road purchases, sleeping accommodations and telephone calls, as required by the Company, that they be reimbursed for these monies upon return to their home terminal.

21.15 Drivers shall be paid a Stop Rate where:

a) they are required to proceed to a second yard for a measurement check and/or load check as per Article 12.4

b) they are required to physically measure a pre loaded piece of equipment.

21.16 For any tour of duty commenced on and after 12:00 midnight on a Friday night, a driver shall be paid a premium of four dollars (~~\$4.00~~) per hour for all hours worked on a Saturday and ten dollars (\$10.00) per hour for all hours worked on a Sunday.

For clarification, any shift starting on a Saturday will be paid the rate noted above and any shift starting on a Sunday will also be paid at the rate above for a Sunday.

21.17 Double Hook-up Quebec

Payment per unit will be based on the fifteen (15) car rate. All units loaded or unloaded on this equipment up to fifteen (15) units will be paid at this rate. Units in excess of this number will result in an incremental increase of fifteen cents (\$0.15) for each unit in excess of fifteen (15). Further an extra five cents

(\$0.05) per mile will be paid to the driver of this equipment.
(NOTE: the above will replace any previous payment system for this equipment.)

21.18 All city and highway drivers will be paid a flat rate sum of five hundred dollars (\$500.00) per contract year for the processing of paperwork.

The paperwork allowance shall be paid in two equal installments. to be paid the first (1st) pay in May and first (1st) pay day in November. For **clarification**, the May 1st payment will be for the months of May, June, July, August, September and October.

This payment will be paid to all drivers on the mileage rate who are actively on the seniority list, including Windsor-Detroit border haul.

Employees on light duty will be paid at no less than the hourly rate as prescribed by the Collective Agreement including paperwork and clothing allowance.

21.19 The Company will be responsible to pay fast cards for individual employees, when required.

21.20 Entry Level Rates

All employees, excluding mechanics, hired shall be paid at eighty percent (80%) of the prescribed wage rates for the first six months of employment, eighty three point three percent (83.3%) after six (6) months, eighty six point six percent (86.6%) after twelve (12) months, eighty nine point nine percent (89.9%) after eighteen months (18) months, ninety-three point two percent (93.2%) after twenty four (24) months, ninety six point five percent (96.5%) after 30 months and one hundred percent (100%) after thirty six (36) months .

ARTICLE 22 – UNIFORMS

22.1 Once an employee has achieved seniority by successfully completing probation, they shall qualify for an annual clothing allowance of two hundred dollars (\$200.00) per contract year towards the cost of employees' purchase of occupational apparel. The Company agrees *to post* uniform price listings. The clothing allowance shall be paid on the first pay day in November of each contract year.

Should the Company policy require the wearing of safety boots they will be provided by the Company, once annually.

22.2 In addition to Article 22.1, yardmen and rail men who are required to work outside in the rain shall be supplied with complete adequate rainwear, excluding rubber boots. Drive Away men shall be supplied with complete adequate rainwear, excluding rubber boots, when required to drive stripped chassis.

22.3 All employees to be supplied and fully maintained by the Company with coveralls or shop coats and adequate non slip vinyl insulated gloves or leather gloves with replacements supplied upon return of worn out gloves in accordance with the following:

This clause shall be applicable for any new operation where the requirements become necessary.

Employees working on rail operations shall be supplied and maintained by the Company with:

- a) Coveralls when required by the employee;
- b) Vinyl insulated gloves or leather gloves with replacements supplied upon return of worn out gloves;
- c) Knee pads;
- d) Where companies are now providing allowances in excess of that prescribed in this Article, they will continue *to* do so, during the term of this Agreement.

The Company and the Union recognize the need for high visibility apparel to further enhance our safety efforts and to ensure compliance with the applicable Labour Legislation along with manufacturer's requirements.

This application is presently fulfilled through the use of high visibility vests.

The Company, in conjunction with the respective Health and Safety Committees will examine preferable economically viable alternatives. Recognizing that different departments and different locations may have varying requirements, the parties will mutually agree to have alternate apparel provided where needed

a) The Company shall supply bump cap liners where required.

ARTICLE 23 – COST OF LIVING

23.1 Employees shall receive a cost of living allowance over and above their basic hourly or mileage rate.

23.2 The amount of cost of living allowance shall be determined as set out herein on the basis of the Consumer Price Index for Canada as established and released by Statistics Canada (herein called the "Index") and on the basis of the Index for 1992, being 100. Continuance of the cost of living allowance shall be contingent on the availability of the Index calculated on the same basis and in the same form as that published at the commencement of this Agreement. No adjustments, retroactive or otherwise, shall be made due to any revisions which may later be made in any published Index. In the event Statistics Canada shall not issue the appropriate Index on or before the beginning of one of the pay periods referred to herein, any adjustment in the allowance required by such Index shall be effective at the beginning of the first pay period after receipt of such Index.

23.3 a) The first cost of living allowance adjustment shall be determined effective February 1, 2011, based on the difference between the base Index figure for December, 2009 and Index figure for December, 2010 provided the increase is in excess of three per centum (3%).

b) The adjustment for the first cost of living allowance shall be for every one percent (1%) increase in the index in excess

of three per centum (3%) of the base index as follows:

- i) For employees paid on an hourly rated basis, ten cents (\$0.10) per hour;
- ii) For employees paid on a mileage basis, twenty-five cents (\$0.25) (i.e. one-quarter (1/4 cent) per mile.

23.4 a) The second cost of living allowance adjustment shall be determined effective February 1, 2012, based on the difference between the base Index figure for December, 2010 and Index figure for December, 2011 provided the increase is in excess of three per centum (3%).

b) The adjustment for the second *cost* of living allowance shall be for every one percent (1%) increase in the index in excess of three per centum (3%) of the base index as follows:

- i) For employees paid on an hourly rated basis ten cents (\$.10) per hour;
- ii) For employees paid on a mileage basis 0.25 cents (i.e. one-quarter (1/4 cent) per mile.

23.5 a) The third cost of living allowance adjustment shall be determined effective February 1, 2013, based on the difference between the base Index figure for December, 2011 and Index figure for December, 2012 provided the increase is in excess of three per centum (3%).

b) The adjustment for the third cost of living allowance shall be for every one percent (1%) increase in the index in excess of three per centum (3%) of the base index as follows:

- i) For employees paid on an hourly rated basis ten cents (\$.10) per hour;
- ii) For employees paid on a mileage basis 0.25 cents (i.e. one-quarter (1/4 cent) per mile.

23.6 The amount of any cost of living allowance in effect at any time shall not be incorporated in the basic hourly or mileage rates, but shall be paid for all hours actually worked for which the hourly rate is paid and for all miles actually recorded for which mileage payment is made pursuant to the terms of this Agreement.

ARTICLE 24 – GENERAL HOLIDAYS

24.1 a) The General Holidays shall be designated as follows:

2011

April 22, 2011	Good Friday
May 23, 2011	Victoria Day
June 24, 2011	St. Jean Baptiste Day (Quebec Only)
July 1, 2011	Canada Day
August 1, 2011	Civic Holiday (Ontario Only)
September 5, 2011	Labour Day
October 10, 2011	Thanksgiving Day
December 23, 2011	Christmas Period
December 25, 2011	Christmas Day
December 26, 2011	Christmas Period
December 30, 2011	Christmas Period
December 31, 2011	Christmas Period

2012

January 1, 2012	New Year's Day
April 6, 2012	Good Friday
May 21, 2012	Victoria Day
June 25, 2012	St. Jean Baptiste Day (Quebec Only)
July 1, 2012	Canada Day
August 6, 2012	Civic Holiday (Ontario Only)
September 3, 2012	Labour Day
October 8, 2012	Thanksgiving Day
December 23, 2012	Christmas Period
December 24, 2012	Christmas Period
December 25, 2012	Christmas Day
December 26, 2012	Christmas Period
December 31, 2012	Christmas Period

2013

January 1, 2013	New Year's Day
March 29, 2013	Good Friday
May 20, 2013	Victoria Day
June 24, 2013	St. Jean Baptiste Day (Quebec Only)
July 1, 2013	Canada Day

August 5, 2013	Civic Holiday (Ontario Only)
September 2, 2013	Labour Day
October 16, 2013	Thanksgiving Day
December 25, 2013	Christmas Day
December 26, 2013	Christmas Period
December 27, 2013	Christmas Period
December 28, 2013	Christmas Period
December 31, 2013	Christmas Period
January 1, 2014	New Year's Day

Effective during the term of this Agreement, there shall be four (4) floating holidays, which must be taken in each contract year as agreed to by the Company and the Union.

Allow employees to allocate float holidays retroactively to days missed during the contract year.

24.2 Hourly rated and maintenance employees shall be paid eight (8) hours' pay at their appropriate hourly rate and city and highway drivers shall be paid ten (10) hours' pay at their appropriate hourly rate for the above-mentioned holidays providing:

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

General Holidays and vacations are considered as time worked

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

- a) Hourly rated employees shall be paid for all time worked on the General Holiday at the rate of double time the regular

hourly rate of pay for **all** hours worked between 12:01 a.m. and 12 midnight;

- b) For employees paid on a mileage basis, they shall be paid their regular mileage rate for the work performed and in addition, shall receive highway drivers' hourly rate for **all** hours worked between 12:01 a.m. and 12 midnight;

This pay shall be in addition to the General Holiday pay as set out in Article 24.2.

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

ARTICLE 25 – VACATION WITH PAY

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

Where the term "vacation week" shall mean seven (7) consecutive calendar days. This will include the declaration of which weekend is included in the vacation.

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

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

- 25.4** Employees who have completed ten (10) years of continuous

employment by November 30 in any year shall receive four (4) weeks' vacation with pay. However, if an employee has not completed his tenth (10th) year of continuous employment when taking his vacation, the pay for the fourth (4th) week shall be delayed until his tenth (10th) anniversary date of employment.

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

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

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

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

25.9 Employees who are qualified for two (2), three (3), four (4), five (5), six (6) or seven (7) weeks' vacation and who sever or

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

25.10 Any of the General Holidays as listed in Article 25.1 falling within an employee's annual vacation period, will be paid for at the rate of a normal day's pay as set out in Article 25.2, provided the employee is qualified for General Holiday pay in accordance with Article 25.2. **An** employee shall be entitled to an extra day's vacation for any of the General Holidays occurring within his vacation period, the pay which shall be subject to the above condition.

25.11 The choice of vacation periods shall be by seniority in each department and the Company guarantees that all employees wishing to take their vacation during the months of May, June, July, August and September shall be allowed to do so. It shall not be mandatory, however for employees to take vacations during this period. Employees choosing their vacation periods in other than the summer vacation period shall be allowed to do so in accordance with their departmental seniority. The Company will have each employee come into the Manager's office in order of seniority to sign for the time he/she would like for his/her vacation. Vacation requests must be submitted by employees by April 1st. The final vacation schedule shall be posted by the Company not later than April 15th of each year. Once posted, it can only be changed by mutual agreement with the Company and Employee.

Summer vacation periods shall be May, June, July, August and September inclusive.

Employees qualified for more than three (3) weeks' vacation will be restricted to three (3) weeks during the recognized summer vacation periods.

- a) It shall be compulsory for all employees to take their vacations in "Weekly Increments" between March 1 and February 28 of the following year.
- b) i) Employees who are qualified for three (3) or four (4) weeks' vacation may use two (2) of those weeks to offset days lost due to Workers' Compensation, Weekly Indemnity. Sick days or layoffs providing this is not used to increase benefit entitlement.
- ii) Employees who are qualified for five (5) or more weeks' vacation may use three (3) of those weeks to offset days lost due to Workers' Compensation, Weekly Indemnity. Sick days or layoffs providing this is not used to increase benefit entitlement.

Employees with three (3) or less weeks' vacation entitlement shall be entitled to utilize one (1) weeks' vacation in daily increments. Employees with four (4) or more weeks' vacation entitlement shall be entitled to utilize two (2) weeks' vacation in daily increments. The application of these days can be used retroactively within vacation year for days missed. For the purposes of this clause one week shall mean five (5) days.

In cases above, this is voluntary for the Employee.

25.12 Vacation pay shall be computed using the recognized vacation year-end of Feb. 28th and paid to employees not later than March 15th.

On an annual basis, each employee will have the option to receive vacation pay on a weekly or on a lump sum basis. This declaration must be made by Feb. 15th and vacation pay will then be paid weekly or on a lump sum basis effective the second pay period in March.

25.13 Employees who have lost time as a result of being on Workers' Compensation, Sickness & Accident and/or Long Term Disability **will** be considered to have earned their regular rate of pay for such time lost for the Computation of vacation pay based on vacation year in Article 25.12. This only applies to employees who have worked in excess of thirty-five per cent

(35%) of a working vacation year and have not received the equivalent of forty (40) hours for hourly rate and forty-five (45) hours for highway drivers for each week of vacation. This vacation pay make up will be in addition to the actual vacation pay earned even if the sum of the two exceeds the equivalent of forty (40) hours for hourly rate and forty-five (45) for highway drivers for each week of vacation. This provision shall not apply to employees leaving the employ of the Employer.

ARTICLE 26 – HEALTH AND WELFARE

26.1 The Company will provide and bear the full cost of the Ontario Health Insurance Plan, semi-private supplementary coverage, Quebec Hospital for the employees working in the Province of Quebec.

26.2 To be eligible for payment an employee must:

- a) Have been in the employ of the Company for sixty (60) calendar days;
- b) Not have been laid off or be on a leave of absence for a period longer than thirty (30) calendar days;
- c) Not have been absent from work due to sickness or injury for a period not longer than six (6) months except that if the absence is on Workers' Compensation, coverage will continue during the life of this Agreement. Should, however, the employee be in a position where he would otherwise be on layoff (i.e. the employee in his classification who is next in seniority above him) he will be considered to be on lay-off, and the premiums will cease. Conversely, if the employee next senior above him is working, this Article will not apply.
- d) Where an employee returns to work off sickness or W.S.I.B. he would be required to work a ten (10) working day period before being eligible for having coverage reinstated.

26.3 Eligible employees who are absent through layoff or leave of

absence in excess of thirty (30) calendar days shall be eligible to have their coverage maintained under the Health and Welfare Plan (subject to the terms thereof) for a further period of up to three (3) months from the date of layoff or the commencement of leave of absence. At the end of such period or upon return to work (whichever occurs first), the employee shall reimburse the Company for the cost of maintaining such coverage in excess of the first thirty (30) calendar days of layoff or leave of absence. Upon an employee's return to work he shall reimburse the Company on the following basis:

- a) By direct payment should he so select, or failing that;
- b) The Company shall deduct from his first pay an amount equal to one (1) month's paid premium per month for each month that premiums were paid on his behalf. or as an option;
- c) The Company shall recover the amount in (b) above distributed on a pay by pay basis for a period no longer than three (3) months from the date of his return until the total of premiums is recovered;
- d) An employee who has been laid off in excess of three (3) months may continue the coverage by direct payment to the Administrator. Determination should be made when the employee receives their ROE from the Company. That is when the employee will declare whether they want their benefits to continue or not. The payment must be made to the Administrator prior to the billing date as determined by the Administrator.

An employee once laid off will not be eligible for coverage for Weekly Indemnity and Long Term Disability.

- 26.4**
- a) Current copy of the Health & Welfare Plan (Contract #G0090450G) is to be attached as Appendix "G".
 - b) As long as we maintain the current level of benefits in our Health & Welfare Plan. we will withdraw the first Paragraph of 26.2.
 - c) Green Shield will be contacted to offer a bid on the Health & Welfare Plan.

26.5 The Company recognizes that in certain cases there is unreasonable delay in receiving monies as a result of claims for Weekly Indemnity and Workplace Safety Insurance Board. In such cases, the Company will assist the employees, where possible, in expediting receipt of such monies and where hardship is experienced, the Company will make advances to alleviate such conditions.

The Company will supply the employees and Local Union Representative with a copy of the Company form Report of the workers' injury that is forwarded to the W.S.I.B.

26.6 In the event that the Company is obliged by law to contribute toward the cost of benefit(s) which are the same as or similar to one or more of the benefit(s) provided under the above-mentioned Plan, the Company and/or the Trustees may vary or make such other adjustment to the Plan as is necessary in order to avoid duplication of benefits and costs. However, the Company will notify the Union of and upon request, will discuss with the Union any proposed adjustment in the Plan so that in general the total benefits available to employees will be as nearly comparable as practicable to the benefits provided for in the Plan as if such law was not in effect.

26.7 Employees who retire on and after age fifty-five (55) with fifteen (15) years' service will be covered under an early retirees' plan to age sixty-five (65) at a cost of one hundred dollars (\$100.00) per month. In the case where a retired employee has coverage under this Article and attains age sixty-five (65), his/her spouse may continue coverage to age sixty-five (65) at a cost of one hundred dollars (\$100.00) per month. At age sixty-five (65), employees may continue with the "Follow Me" coverage on a self pay basis. In the case of an employee's death, his/her spouse may also continue with the "Follow Me" coverage on a self pay basis.

The parties agree during the term of the agreement to meet and review spousal coverage under the Health and Welfare plan with respect to providing coverage after the members coverage ceases.

ARTICLE 27 – PENSIONS

27.1 Effective Date of Ratification, the company pension contribution will be (Five Hundred and Seventy Eight) \$578.00 per month whereas the Employee's contribution shall remain at a monthly total of one hundred and forty dollars (\$130.00).

The Pension Plan will be administered by a joint board of trustees with equal number of Trustees between the CAW and management.

- a) Payments will be made on behalf of an employee who is off on Workers' Compensation. subject to the conditions in (c) below. In the event that a Workers' Compensation is not immediately approved, employees shall be eligible for contributions back to the effective date of the claim once approved, providing the employee pays his/her portion.
- b) Employees off on S & A will have their premiums paid for a twelve (12) week period subject to the conditions in (c) below.
- c) Employees' Pension Plan while off on WSIB/S&A:
... (See next page)

Employees' Pension Plan while **off** on WSIB/S&A

Employees who go off on Workers Compensation will be entitled to have contributions to the Pension Plan continue in accordance with the governing regulations, provided they pay their portion of the contribution to the Company no later than the 1st of each month.

Employees who go off on S&A will be entitled to have contributions to the Pension Plan continue for a 3 month period. **provided** they pay their portion of contributions to the Company no later than the 1st of each month.

Example A: you go off work December 16, 2010 – and the Company deducted the full amount (\$140.00) of your portion of the contribution for December; your next payment of \$140.00 would be due no later than February 1, 2011 to be eligible for the January contribution. If only \$70.00 was deducted for December you would owe \$210.00 for December and January.

Example B: you go off work December 2, 2010 – and there were no deductions for your portion of the contribution, your payment of \$140.00 would be due no later than January 1, 2011 to be eligible for December's contribution.

If payment is not received by the 1st of each month, contributions to the Pension Plan will cease until your return to work.

We urge you to check your pay statements and contact the undersigned directly, if you have any questions.

Manager Pension and Benefits

Darlene Jagusic

Phone: 905-578-6871 x 222

Email: darlene.jagusic@alliedautomotive.com

Cheques must be made payable to Allied Systems (Canada) Company and sent to: 45 Goderich Rd, Unit 8, Hamilton, Ontario L8E 4W8

Please sign below to acknowledge receipt of this letter

Date _____

ARTICLE 28 – WORK PRESERVATION

- 28.1** a) The Company will not sub-contract work performed by bargaining unit personnel unless permitted by the Collective Agreement.
- b) Each and every signatory Company shall ensure that any work falling within the scope of this Collective Agreement that is performed by any non-signatory Company which is owned, managed, controlled (either directly or indirectly) by a signatory Company shall be performed in accordance with this Collective Agreement as though it was being performed by the relevant signatory Company.

The parties hereto agree that in the event new work is obtainable they will meet and make every effort to secure this work for the signatory companies and their employees. It is also understood in the event existing business is threatened both parties will meet and make every effort to retain this work for the signatory companies and their employees.

- 28.2** a) The Union and the Company agree for the purpose of protecting and preserving Bargaining Unit work for the employer's bargaining unit employees, that persons other than the Company's bargaining unit employees will not be permitted to perform Bargaining Unit work.
- b) "Bargaining Unit Work" means and includes any and all present work and all future work opportunities of the kind, nature and type currently, historically or traditionally performed by the Company's bargaining unit employees in any of the classifications covered in this Collective Agreement.

APPENDIX "A"

METROPOLITAN TORONTO AND OTTAWA ZONES AND ZONE MILEAGES FOR TORONTO CITY AND HIGHWAY OPERATIONS AND MISSISSAUGA ZONE AND ZONE MILEAGES

The following pages define Metropolitan Toronto which has been divided into six (6) zones: N/W (North-West), N/C (North-Central), N/E (North-East), S/W (South-West), S/C (**South-Central**), and S/E (South-East).

1. ZONE BOUNDARIES:

N/W (North-West): bounded on the west by Peel County, on the north by Steeles Avenue, on the east by Jane Street and on the south by Highway 401;

NC (North-Central): bounded on the west by Jane Street, on the north by Steeles Avenue, on the east by Kennedy Road and on the south by Highway 401;

N E (North-East): bounded on the west by Kennedy Road, on the north by Steeles Avenue, on the east by Ontario County and on the south by Highway 401;

S/W (South-West): bounded on the west by Peel County, on the north by Highway 401, on the east by Jane Street south to Riverside Drive on the south by Lake Ontario;

S/C (South-Central): bounded on the west by Jane Street south to Riverside Drive, on the north by Highway 401, on the east by Kennedy Road and on the south by Lake Ontario;

S/E (South-East): bounded on the west by Kennedy Road, on the north by Highway 401, on the east by Ontario County and on the south by Lake Ontario.

2. MILEAGE APPLICATION:

Mileages listed to and/or from Toronto are based on the S/C zone. To apply zone mileage, the entry and/or exit zone shall be the base from which other mileages within Metropolitan Toronto are determined. For this purpose Highway 401 may be classed as an entry and/or exit point to either North or South

zones, the first stop point being the determining factor. Mileages from one zone to another shall apply as set out below.

3. MILEAGES:

10 miles –	between N/W and N/C between N/C and N E between S/W and SIC between S/C and SE between N/W and S/W between N/C and S/C between N/E and S/E
15 miles –	between N/W and SIC between N/C and S/W between N/C and S/E between N/E and S/C
20 miles –	between N/W and N E between S/W and S E
25 miles –	between N/W and S/E between S/W and N E

Where a load is picked up and delivered in any municipality or established single zone in Ontario, the mileage shall be established on a ten (10) miles out, ten (10) miles back basis.

4. EXAMPLES:

No. 1 – via Highway 401 from the east. N E or SE zone would be Toronto mileage less ten (10) miles. Mileage from that point to any other stop point in Metro **would be as** shown above.

Oshawa to N/E zone	24 miles
N E zone to S/C zone	15 miles
SIC zone to S/W zone	10 miles
S/W zone to Oshawa	44 miles
Oshawa to S/E zone	24 miles
S/E zone to SIC zone	10 miles
S/C zone to S/W zone	10 miles
S/W zone to Oshawa	44 miles

No. 2 – via Highway 401 from the west. N/W or S/W zone would be Toronto mileage less ten (10) miles. Mileage from that point to any other stop point in Metro would be as shown above.

Windsor to N/W zone	223 miles
N/W zone to S/C	15 miles
S/C zone to N/E zone	15 miles
N/E zone to Oshawa	24 miles

No. 3 – via Highway 48. N/E zone would be Toronto mileage less fifteen (15) miles. Mileage from that point to any other **stop point in Metro** would be as shown above.

No. 4 – via Highway 11 north. N/W zone would be Toronto mileage less ten (10) miles. Mileage from that point to any other stop point in Metro would be as shown above.

No. 5 – via Highway 400 north. N/W zone would be Toronto mileage less fifteen (15) miles. Mileage from that point to any other stop point in Metro would be as shown above.

No. 6 – via Highway 2 or Queen Elizabeth Way. S/W zone would be Toronto mileage less ten (10) miles. Mileage from that point to any other stop point in Metro would be as shown above.

INTRA CITY EXCEPTION:

For loads that materialize in the North-East zone or North-West zone or delivery to the South-Central zone. this South-Central zone will be divided by Yonge Street.

Mileages between the North-West zone and the South-Central zone. east of Yonge Street, shall be 20 miles

Mileages between the North-East zone and the South-Central zone, west of Yonge Street, shall be 20 miles.

5. MISSISSAUGA ZONE AND ZONE MILEAGES

The **map** on the following page defines Mississauga, which has been divided into four (**4**) zones: S.W. (South-West), N.W. (North-West), S.E. (South-East) and N.E. (North-East).

South West Corner of Winston Churchill Blvd. to Dundas Street west to the 9th Line. North to the northern-most boundary, then East to Finch Avenue in the town of Malton to Highway # 427.

South to Browns Line and Lakeshore Blvd. Then West to Highway # 2 to Winston Churchill Blvd.

Highway #10 Hurontario Street to the East-West boundary line between zones. Eglinton Avenue to be the Northern boundary zone.

	S.E.		
Oshawa to	N.E.	54	
	N.W.		
Oshawa to	S.W.	64	
	S.W.		
Windsor to	N.W.	223	N.W. to S.E. 15
Windsor to	N.E./S.E	227	S.E. to N.E. 10
Oakville to	N.W./S.W.	13	N.E. to S.W. 15
Oakville to	N.E./S.E.	23	S.W. to N.W. 10

Ottawa will be zoned into two (2) zones with the dividing line being old Highway 16. Fifteen (15) miles will be paid between zones.

APPENDIX "B"

METROPOLITAN MONTREAL ZONES AND ZONE MILEAGES FOR HIGHWAY OPERATIONS

The map on the following page defines the area to be recognized as Metropolitan Montreal for all Highway Operations into and out of Metropolitan Montreal which has been divided into six (6) zones: N/W (North-West), N/C (North-Central), N/E (North-East), S/W (South-West), S/C (South-Central), S/E (South-East).

1. ZONE BOUNDARIES:

North-West – bounded on the north by the northerly limits of the Island of Jesus – on the east by Highway 15 – on the south by Highway 520 and 40 – on the west by the westerly limits of the Island of Montreal.

North-Central – bounded on the north by the northerly limits of the Island of Jesus – on the east by Pic IX Boulevard – on the south by Highway 40 – on the west by Highway 15.

North-East – bounded on the north by the northerly limits of the Island of Jesus – on the east by Riviere des Mille Iles – on the south by Highway 40 – on the west by Pic IX Boulevard.

South-West – bounded on the north by Highway 520 – on the east by Highway 15 and Church Street on the south by the Island of Montreal, southerly limits including Verdun – on the west at Island of Montreal westerly limits.

South-Central – bounded on the north by Highway 40 – on the east by Pic IX Boulevard – on the south by St. Lawrence River – on the west by Highway 15 and Church Street.

South-East – bounded on the north by Highway 40 – on the east by Riviere des Prairies and St. Lawrence River – on the south by St. Lawrence River – on the west by Pic IX Boulevard.

2. MILEAGE APPLICATION:

Mileages listed to and/or from Montreal are based on the S/C zone. To apply zone mileage the entry and/or exit zone shall be the base from with other mileages with Metropolitan

Montreal are determined. Mileages from one zone to another shall apply as set out below.

3. MILEAGES

- 10 miles
 - between N/W and N/C
 - between N/C and N/E
 - between S/W and S/C
 - between S/C and S/E

- between N/W and S/W
 - between N/C and S/C
 - between N E and S/E
- 15 miles
 - between N/W and S/C
 - between N/C and S/W
 - between N/C and S/E
 - between N/E and S/C
- 20 miles
 - between N/W and N/E
 - between S/W and S/E
- 25 miles
 - between N/W and ~~SE~~
 - between S/W and N/E

4. TRAIN DELAY

For the purpose of this contract, when a driver is delayed by the trains between the Montreal CN-CP yards he shall be paid for such delays in excess of one half hour at the driver's hourly rate. Such delays must be verified by the TACH chart.

5. MONTREAL GATES – TOYOTA YARD

A driver required to open and close a gate at the Montreal Toyota yard will receive a payment of two dollars (\$2.00).

APPENDIX "C"

METROPOLITAN MONTREAL CITY OPERATIONS

The map on the following pages defines the areas to be recognized as Metropolitan Montreal for City Operations:

1. BOUNDARIES:

Metropolitan Montreal for Montreal City Operation shall include:

- (1) Ile de Montreal
- (2) Ile Jesus
- (3) Ile Bizard
- (4) On the North Shore: Deux Montagnes, St. Eustache, Ste. Therese, Rosemere, Lorraine, Bois des Filion, Terrobonne, Lachenaie, St. Sulpice, Charlemagne, Repentigny.
- (5) On the South Shore : Beauharnois, Chateauguay, Ste. Catharine d'Alexandrie, St. Constant, Candiac, Laprairie, Brossard, St. Hubert, Boucherville.
Trips out of St. Therese to South Shore as noted above to be paid at the mileage rate.
- (6) On the West Shore: Ile Perrot, Dorion, Vaudreuil
- (7) Ste. Therese to St. Jerome
- (8) Montreal docks to St. Bruno

2. APPLICATION

A Montreal City Operation shall be defined as a trip picking up cargo within Metropolitan Montreal and delivering that cargo within Metropolitan Montreal and shall include only a trip from a production point to a delivery point OR a trip from the last delivery point to a production point.

For Montreal City Operations. the following rates will apply:

- (1) The Flat rate in lieu of mileage according to the following:
\$11.51
- (2) The Montreal Long Leg premium will be paid in addition to the Flat Rate according to the following:
\$2.74
- (3) Intra City Exceptions
 - a) This long leg premium covers a driver who runs between Ste. Therese and points south of the St. Lawrence River and also points west of the Island of Montreal

(Vaudreuil, Dorion and Ile Perrot) or drivers who run between the CN-CP rail yards and points in the north east area of Montreal north east of Riviere Des Prairies (Terrebonne, Lachenaie, Boucherville, St. Hubert, St. Sulpice, Charlemagne, Repentigny). This long leg premium also covers the return from the above delivery areas to the CN-CP rail yards or to the driver's home terminal.

- b) The loading and Unloading Rates as set out in Article 21.1 (b);
- c) The Stop Rate as set out in Article 21.1 (c) for unloading stops;
- d) Where a driver is required to load at two (2) or more points, he shall receive an additional three dollars and ninety-five cents (\$3.95) for each additional loading point on such load and the Stop Rate as prescribed in Article 21.1 (c) will not apply for any loading stops.
- e) Where a driver is required to make a pickup at a point further from the terminal than his last delivery point he shall be paid an additional \$3.40. If the delivery of this unit requires that he continue to proceed in a direction that takes him further from the terminal, he shall be paid an additional \$3.40.

3. QUEBEC MEMORANDUM:

A Two Dollar and Twenty-Five Cents (\$2.25) flat rate "Premium" will be paid to all city operation drivers leaving the Cavendish Terminal Empty, headed for C.P.R. or Toyota via Highway # 13 or by Pare Street.

4. MONTREAL GATE – TOYOTA YARD

A driver required to open and close a gate at the Montreal Toyota yard will receive a payment of Two Dollars (\$2.00).

- 5.** When a city driver is required to pick-up vehicles at CNR using Road 13 or Pare Street from the terminal, the CPR and/or Toyota or vice-versa, he/she will receive five dollars (\$5.00) in addition to the other premiums stipulated in the Collective Agreement.

6. When a city driver is required to return a second time to the same yard or to the same dealer in a same trip, he will receive the equivalent of a stop premium in addition to the other premiums stipulated in the Collective Agreement.

APPENDIX "D"

METROPOLITAN QUEBEC CITY OPERATIONS

1. BOUNDARIES:

The area to be recognized as Quebec City for Quebec City – City Operations shall include:
Quebec City, Levis, Charney, Bernieres, St. Nicolas, Ste. Foy, Loretteville, Charlesbourg, Valcartier, Ange Gardien.

2. APPLICATION

A Quebec City Operations shall be defined as a trip picking-up cargo within Metropolitan Quebec City and shall include only a trip from a production point to delivery points OR a trip from the last delivery point to a production point.

For Quebec City – City Rate in lieu of mileage according to the following:

The Flat City Rate in lieu of mileage according to the following:

\$10.82

The Loading and Unloading Rates as set out in Article 21.1 (b);

The Stop Rate as set out in Article 21.1 (c) for Unloading stops;

Where a driver is required to load at two (2) or more points, he shall receive an additional three dollars and ninety-five cents (\$3.95) for each additional loading point on such load and the stop rate as prescribed in Article 21.1 (c) will not apply for any loading stops.

3. CHARNEY YARD GATE QUEBEC

A driver required to open and close a gate at Charney yard, Quebec will receive a payment of two dollars (**\$2.00**).

4. City and highway drivers required to load at C.N. yard and then proceed to the C.P. yard to complete load for furtherance to points south and southeast of the St. Lawrence River will be paid an additional six dollars (\$6.00).

PPENDIX - AGREED TO F GE

<u>Bramlea to</u>	
Buffalo, N.Y.	108
Jefferson, MI.	229
Lake Orion - via Windsor	268
Lake Orion - via Sarnia	248
Lambeth	111
Lewiston, N.W.	87
Melvindale, MI	232
New Boston, MI	249
Sterling Heights - via Windsor	252
Sterling Heights - via Sarnia	222
<u>Oakville to</u>	
Buffalo, N.Y.	86
Canton, MI	242
Checktowaga, N.Y.	86
Lambeth	100
Niagara Falls, N.Y.	64
Wayne, MI	235
West Seneca, N.Y.	86
Woodhaven, MI.	231
<u>Oshawa to</u>	
Dearborn, MI	270
Lambeth	152
Lewiston, N.Y.	117
Woodhaven, MI	82
Buffalo	132
<u>Windsor to</u>	
Sault Ste. Marie	372
<u>Lambeth to</u>	
Bramlea	111
Canton, MI	142
Checktowaga, N.Y.	169
Dearborn, MI	128
Hamtramck, MI	125
Jefferson, MI	125
Lewiston, N.Y.	148
Melvindale, MI	124
New Boston, MI	143
Sterling Heights via Windsor	144

Sterling Heights via Sarnia	115
Windsor	113
Woodhaven, MI	133
Talbotville (Ford Plant)	8
Oshawa	145
Montreal Yard	450
Ste. Therese	455

APPENDIX "F"

OWNER OPERATOR

The word "Company" as used herein means the "Carrier" and the expression "Owner Operator" as used herein means "Contractor" as both of these expressions are used in the attached Contractors' Agreement. The parties reaffirm the Company has one seniority list since 1965 for Highway Drivers with drivers domiciled in Ontario and this seniority is not inter-changeable with any other department. The Company also has one seniority list for Highway Drivers domiciled in Quebec and this seniority list is not inter-changeable with any other Department,

(IN CENTS PER MILE UNLESS OTHERWISE SPECIFIED)
EQUIPMENT RATES AND GENERAL CONDITIONS

- 1.** Rates in effect upon ratification of Appendix "F".

Loaded Miles Rate \$1.24
Empty Miles Rate \$0.88

Driver rates prescribed by the Master Agreement will be in addition to the above rates.

The rates as described in "A" above include a 2 ½ cent per mile trailer tire allowance. The rates in "A" above will be reduced by 2 ½ cents per mile when using Company owned trailer tires.

If on the Owner Operators retirement his equipment is not sold and operated within the Company fleet, the Company agrees to purchase the trailer tires from the retiring Owner Operator. The price of the tires will be determined by an independent third party appraiser.

Owner Operators may purchase tires through the Company at five percent (5%) over Company cost.

- 2.** The Company shall provide spare trailers or Company equipment where required. The Company will supply all tires for spare trailers. Ownerships and permits for trailers must remain with the trailers. Trailers are available for use of anyone broken down. In the event two (2) or more Owner Operators are

down at the same time, the use of the spare will be left to the Owner Operators with consideration being given to the length of breakdown and seniority. Loading ramps will be supplied on the spare trailers by the Company.

3. The Company agrees to pay an Owner Operator who is required to take Company equipment away from the terminals for repairs due to breakdown while loading or unloading, the amount of ten dollars (\$10.00).

The Company agrees to pay an Owner Operator who is required to take Company equipment away from the terminals for repairs an amount of fifteen dollars (\$15.00) provided the distance to the point of repair is in excess of the two minor repair stations at St. Thomas.

The Company agrees to a ten dollar (\$10.00) fee on the same requirements in the City of Windsor.

Ottawa **will** be zoned into two (2) zones with the dividing line being the old Highway 15. Fifteen (15) miles will be paid between zones. NOTE: Current mileage to Ottawa will remain unchanged. Only when unloading or loading in both the east and west zones will the additional 15 miles apply.

4. The Company agrees that no Owner Operator shall lose his contract with Allied Systems (Canada) Company due to:
 - a) prolonged illness
 - b) prolonged compensation accident

5. If an Owner Operator is absent due to illness or injury, the Company at the request of the Owner Operator agrees to provide a Company driver to operate the Owner Operator's equipment for up to twelve (12) months.

In the event additional drivers are instituted, a written agreement between the parties covering the work conditions must be drawn up and signed by the parties.

6. The Company and the Union shall meet to discuss policy which shall be reduced to writing and signed by both parties. The Company shall distribute copies to **all** Owner Operator employees.

- a) Dispatch procedure
 - b) Classification of equipment
 - c) Any other major changes within the Company
(Including Owner Operator type of equipment)
- 7.** a) The Owner Operator must secure a written confirmation from the Company regarding the availability and installation date of a head-rack and trailer before purchasing new equipment.
- b) Where Owner Operator equipment is tied up because of modification, changes, etc. on Company equipment and no spare equipment is available, the Company shall provide other work. If a Company piece of equipment becomes available, the Owner Operator may accept this equipment as other work in his seniority order for a period of fourteen (14) days. If for some reason the fourteen (14) day period has to be extended, this extension shall be approved by the Owner Operator Union committee.
- c) When new equipment is added to the Company fleet, the Owner Operator shall be given the opportunity to bid on new trailers in line with seniority.
- 8.** Yardman shall sign for damages at St. Thomas.
- 9.** Cost of living allowance on Truck Rate clause from the Master Agreement to be applied to Truck rate.
- 10.** The Union recognizes during the term of the Agreement, major changes in the industry will be cause for understandings to be dealt with between the parties.
- 11.** The Company guarantees during the term of this Agreement that the Owner Operator will operate as an Owner Operator for the full term of the Agreement unless at the request of the Owner Operator, he wishes to sell and drive Company equipment. (One time only – in such situation, thirty (30) days notice to arrange the transaction).
- 12.** Where the Company takes issue with an Owner Operator regarding his equipment, such Owner Operator shall not be

forced to purchase a new power unit unless the Company establishes, on a reasonable basis, that the present equipment is inadequate.

13. The Union wishes to review in total, the present Lease Agreement to assure that it conforms to the Public Transportation Act.
14. The Company and the Union will meet annually to review the feasibility of adding Owner Operators and the number required. If Owner Operators are to be added, such positions will be offered by seniority to current members.
15. The Company agrees to establish an agreement on the movement of traffic to and from Provinces east and west of Ontario. The Union and the Company will meet and agree on a work description for any east and west trucks that come into Ontario to do work covered by the Master Agreement.
16.
 - a) The Company will pay any Ontario Fuel Tax owing to the Owner Operator within sixty (60) days of quarter end.
 - b) Any penalties or interest payments regarding GST that are a direct result of Company error shall be the Company's responsibility.

17. Re: Fuel Escalation

Owner Operators operating under Appendix "F" shall be protected from fluctuations in fuel costs on the following basis:

The fuel cost base rate shall be fifty cents (\$0.50) per litre.

Compensation will be based on the difference in price between the Company's bulk fuel rate in Windsor and the base rate.

Every one cent (\$0.01) increase/decrease in fuel prices will represent .93 of one cent (\$0.01) increase/decrease in the Owner Operator's mileage rate (as prescribed by Appendix "F"). NOTE: The broker's mileage rate shall not drop below \$1.24 per loaded mile and \$.88 per empty mile during the term of this Agreement.

Mileage rates will be adjusted each Monday based on the bulk fuel price for that week and will be realized on the broker's pay the following week.

18. The Company will allow Owner Operators who are retiring or are off due to long term illness to sell their trucks to prospective Company drivers. Sales are to be done by order of **seniority**.
19. The Company agrees to give the Owner Operators twelve (12) months notice of the Company's intent to buyout the broker's truck.
20. The Company agrees to work with the Ontario Owner Operators to secure collision/comprehensive insurance. It **is** understood this will be funded and paid for by the Owner Operators.

APPENDIX "G"

Allied Systems (Canada)
Group Policy Number: G0090450G
Class: GA - Ontario Union Members
Class: GB - Quebec Union Members
Employee Name: _____
Certificate Number: _____

Welcome to Your Group Benefit Program

Group Policy Effective Date: January 01, 2010

This Benefit Booklet has been specifically designed with your needs in mind, providing easy access to the information you need about the benefits to which you are entitled.

Group Benefits are important, not only for the financial assistance they provide, but for the security they provide for you and your family, especially in case of unforeseen needs.

Your Plan Administrator can answer any questions you may have about your benefits, or how to submit a claim.

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APPENDIX "G"

Benefits Summary

The Benefit Summary provides information about the specific benefits applied by Manulife Financial that are part of your Group Plan.

This version of the Benefit Summary produced: April 27, 2011

Employee Life Insurance

Benefit Amount - \$50,000 Insurance

Termination Age - your benefit amount terminates on the last day of the month in which you retire.

Dependent Life Insurance

Benefit Amount - \$3,000 spouse; \$1,500 each dependent child

Termination Age - on the last day of the month in which the employee retires.

Accidental Death and Dismemberment

Benefit Amount - \$50,000

Termination Age - your benefit amount terminates on the last day of the month in which you retire.

Extended Health Care

The Benefit

Overall Benefit Maximum - \$1,000,000 per lifetime

Not applicable to:

Out-of-Canada Emergency Medical Treatment

The overall benefit maximum is not applicable to Emergency Travel Assistance.

Deductible - Nil

Drug Dispensing Fee Maximum - \$6.50 per prescription

Benefit Percentage (Co-insurance) -

100% for - Hospital Care - Medical Services & Supplies - Professional Services - Vision - Drugs

Note:

The Benefit Percentage for Out-of-Canada Emergency Medical Treatment is 100%.

The Benefit Percentage for Emergency Travel Assistance is 100%.

Termination Age - on the last day of the month in which the employee retires.

Direct Drugs - Plan 3

Charges incurred for the following expenses are payable when prescribed in writing by a physician or dentist and dispensed by a licensed pharmacist.

- drugs for the treatment of an illness or injury, which by law or convention require the written prescription of a physician or dentist
- oral contraceptives
- injectable medications
- life-sustaining drugs
- preventive vaccines and medicines (oral or injected)
- diabetic supplies (excluding cotton swabs, rubbing alcohol, automatic jet injectors and similar equipment)

Charges for the following are not covered:

- the administration of injectable medications
- drugs, biologicals and related preparations which are intended to be administered in hospital on an in-patient or out-patient basis and are not intended for a patient's use at home
- anti-smoking drugs

- Drug Maximums

Fertility drugs - \$2,500 per calendar year

Sclerotherapy Injections - \$20 per visit

All other covered drug expenses - Unlimited

Payment of Drug Claims

Your Pay Direct Drug Card provides your pharmacist with immediate confirmation of covered drug expenses. This means that when you present your Pay Direct Drug Card to your pharmacist at the time of purchase, you and your eligible dependents will not incur out-of-pocket expenses for the full cost of the prescription.

The Pay Direct Drug Card is honoured by participating pharmacists displaying the appropriate Pay Direct Drug decal.

To fill a prescription for covered drug expenses:

- a) present your Pay Direct Drug Card to the pharmacist at the time of purchase, and
- b) pay any amounts that are not covered under this benefit.

You will be required to pay the full cost of the prescription at time of purchase if:

- you cannot locate a participating Pay Direct Drug pharmacy
- you do not have your Pay Direct Drug Card with you at that time
- the prescription is not payable through the Pay Direct Drug Card system

For details on how to receive reimbursement after paying the full cost of the prescription. please see your Plan Administrator.

Vision Care

- purchase and fitting of prescription glasses or elective contact lenses, as well as repairs. elective laser vision correction procedures for adult and children. to a maximum of \$300 per 24 consecutive months, including one eye exam for adults between the ages of 19 and 64, limited to \$50.

Professional Services

Services provided by the following licensed practitioners:

- Chiropractor - \$30 per visit to a maximum of \$300 per calendar year(s)
- Osteopath - \$25 per visit to a maximum of \$250 per calendar year(s)

- Podiatrist/Chiropracist - \$25 per visit to a maximum of \$250 per calendar year(s)
- Massage Therapist - \$25 per visit to a maximum of \$250 per calendar year(s)
- Naturopath - \$25 per visit to a maximum of \$250 per calendar year(s)
- Speech Therapist - \$200 per calendar year(s)
- Physiotherapist - \$25 per visit to a maximum of \$250 per calendar year(s)
- Psychologist - \$25 initial visit, \$25 subsequent visits, to a maximum of \$200 per calendar year(s)

Dental Care

The Benefit

Deductible - Nil

Dental Fee Guide - Fee Guide for General Practitioners which was in effect 1 year(s) prior to the current Fee Guide for the Province in which the services are rendered

If the services are rendered in Alberta, the Fee Guide is considered to be the 1997 Alberta Dental Association Fee Guide for General Practitioners **plus** inflationary adjustment as determined by Manulife Financial

Benefit Percentage (Co-insurance) -

100% for persons under age 13 for Level I - Basic Services

80% for persons age 13 and over for Level I - Basic Services

100% for persons under age 13 for Level II - Supplementary Basic Services

80% for persons age 13 and over for Level II - Supplementary Basic Services

100% for persons under age 13 for Level III - Dentures

80% for persons age 13 and over for Level III - Dentures

100% for persons under age 13 for Level IV - Major Restorative Services

80% for persons age 13 and over for Level IV - Major Restorative Services

50% for Level V - Orthodontics

Benefit Maximums

\$3,000 per calendar year combined for Level I and Level II and Level III and Level IV

\$2,500 per lifetime for Level V

Termination Age - on the last day of the month in which the employee retires.

Weekly Income (Short Term Disability)

Benefit Amount - 66.67% of your weekly earnings, to a maximum of \$525

Qualifying Period - none, if the disability is due to an accident; 7 calendar days, if the disability is due to a sickness.

- If hospitalized due to sickness prior to the end of the Qualifying Period, benefits are payable from the first day of hospitalization.

Maximum Benefit Period - 15 weeks

Termination Age - on the last day of the month in which you retire

Long Term Disability

Benefit Amount - \$1,200

Qualifying Period - 105 days

Maximum Benefit Period

- 5 years, but not beyond age 65 due to disease
- to age 65 due to injury

Termination Age - on the last day of the month in which you retire

How to Use Your Benefit Booklet

Designed with Your Needs in Mind

The Benefit Booklet provides the information you need about your Group Benefits and has been specifically designed with YOUR needs in mind. It includes:

- a detailed Table of Contents, allowing quick access to the information you are searching for,
- Explanation of Common Insurance Terms, which provides a brief explanation of the insurance terms used throughout this Benefit Booklet,
- a clear, concise explanation of your Group Benefits,
- information you need, and simple instructions on how to submit a claim.

Important Note

The purpose of this booklet is to outline the benefits for which you are eligible as an employee of Allied Systems (Canada). The information in this booklet is a summary of the provisions of the Group Policy. In the event of a discrepancy between this booklet and the Policy (available from your Plan Administrator), the terms of the Group Policy will apply.

The booklet in either its paper or electronic form is provided for information purposes only and does not create or confer any contractual rights or obligations.

Possession of this booklet alone does not mean that you or your dependents are insured. The Group Policy must be in effect and you must satisfy all the requirements of the Policy.

We suggest you read this Benefit Booklet carefully, then file it in a safe place with your other important documents.

Your Group Benefit Card

Your Group Benefit Card is the most important document issued to you as part of your Group Benefit Program. It is the only document that identifies you as a Plan Member. The Group Policy Number and your personal Certificate Number may be required before you are

admitted to a hospital, or before you receive dental or medical treatment.

The Group Policy Number and your Certificate Number are also necessary for **ALL** correspondence with Manulife Financial. Please note that you can print your Certificate Number on the front of this booklet for easy reference.

Your Group Benefit Card is an important document. Please be sure to carry it with you at all times.

Explanation of Common Insurance Terms

The following is an explanation of the Insurance terms used in this Benefit Booklet.

Accident

an unexpected or unforeseen happening or event involving an external force, causing loss or injury independently of all other causes.

Benefit Percentage (Co-insurance)

the percentage of Covered Expenses which is payable by Manulife Financial.

Covered Expenses

expenses that will be considered in the calculation of payment due under your Extended Health Care or Dental Care benefit.

Deductible

the amount of Covered Expenses that must be incurred and paid by you or your dependents before benefits are payable by Manulife Financial.

Dependent

your Spouse or Child who is insured under the Provincial Plan.

- Spouse

your legal spouse, or a person continuously living with you in a role like that of a marriage partner for at least one year.

- Child

- your natural or adopted child, **or** stepchild, who is:
 - unmarried;
 - under age 21, or under age 25 if a full-time student;
 - not employed on a full-time basis; and
 - not eligible for insurance **as** an employee under this or any other Group Benefit Program.
- a child who is incapacitated **on** the date he or she reaches the age when insurance would normally terminate will continue to be an eligible dependent. However, the child **must** have **been** insured under this Benefit Program immediately prior to that date.

A child is considered incapacitated if he or she is incapable of engaging in any substantially gainful activity and is dependent on the employee for support, maintenance and care, due to a mental or physical disability.

Manulife Financial may require written proof of the child's condition **as** often as may reasonably be necessary.

- a stepchild must be living with you to be eligible.
- for Dependent Life Insurance a child must be at least 14 days old to be eligible.

Drug

Medications that have been approved for use by the Federal Government of Canada and have a Drug Identification Number.

Drug Dispensing Fee

Of the total prescription drug cost, that portion charged for the pharmacist's professional services for filling a prescription.

Drug Dispensing Fee Maximum

Maximum the maximum amount that is covered by Manulife Financial for a drug dispensing fee.

Earnings

your regular rate of pay from your employer (prior to deductions), including regular bonuses, regular overtime, shift differentials, and excluding sporadic bonuses, sporadic overtime, incentive pay, automobile allowance. Earnings may include other income as agreed

to in writing by your employer and Manulife Financial.

If you are being paid on a commission basis, your earnings will be as reported on your T4/T4A form for the previous year. If you have less than one year of service with your employer, your earnings will include an average of the total commissions **paid over** your actual period of employment.

For the purposes of determining the amount of your benefit at the time of claim, your earnings will be the lesser of

- the amount reported on your claim form, or
- the amount reported by your employer to Manulife Financial and for which premiums have been paid.

Experimental or Investigational

not approved or broadly accepted and recognized by the Canadian medical profession, as an effective, appropriate and essential treatment of a sickness or injury, in accordance with Canadian medical standards.

Immediate Family Member

you, your spouse or child, your parent or your spouse's parent, your brother or sister, or your spouse's brother or sister.

Licensed, Certified, Registered

the status of a person who legally engages in practice by virtue of a license or certificate issued by the appropriate authority, in the place where the service is provided.

Life-Sustaining Drugs

drugs which are necessary for the survival of the patient.

Medically Necessary

broadly accepted and recognized by the Canadian medical profession as effective, appropriate and essential in the treatment of a sickness or injury, in accordance with Canadian medical standards.

Non-Evidence Limit

you must submit satisfactory medical evidence to Manulife Financial for Benefit Amounts greater than this amount.

Provincial Plan

any plan which provides hospital, medical, or dental benefits established by the government in the province where the insured person lives.

Qualifying Period

a period of continuous and total disability. starting with the first day of total disability. which you must complete in order to qualify for disability benefits.

Reasonable and Customary

the lowest of

- the prevailing amount charged for the same or comparable service or supply in the area in which the charge is incurred, as determined by Manulife Financial; or
- the amount shown in the applicable professional association fee guide; or
- the maximum price established by law.

Take Home Pay (Net Earnings)

your earnings, less deductions normally made for federal and provincial income tax.

Waiting Period

the period of continuous employment with your employer which you must complete before you are eligible for Group Benefits.

Ward

a hospital room with 3 or more beds which provides standard accommodation for patients

Why Group Benefits?

Government health plans can provide coverage for such basic medical expenses as hospital charges and doctors' fees. In case of disability, government plans (such as Employment Insurance, Canada/Quebec Pension Plan, Workers' Compensation Act, etc.) may provide some financial assistance.

But government plans provide only basic coverage. Medical expenses or a disability can create financial hardship for you and your family.

Private health care and disability programs supplement government plans and can provide benefits not available through any government plan, providing security for you and your family when you need it most.

Your Group Benefit Program is provided by Allied Systems (Canada), in partnership with The Manufacturers Life Insurance Company.

Your Plan Administrator

Your Plan Administrator is responsible for ensuring that all employees are covered for the Benefits to which they are entitled by submitting all required premiums, reporting all new enrolments, terminations, changes, etc., and keeping all records up to date.

As a member of this Group Benefit Program, it is up to you to provide your Plan Administrator with the necessary information to perform such duties.

Your Plan Administrator is: Darlene Jagusic
--

Phone Number: (905) 578-6871, Ext. 222

Please record the name of your Plan Administrator and contact number in the space provided.

Applying for Group Benefits

To apply for Group Benefits, you must submit a completed Enrolment or Re-enrolment Application form, available from your Plan Administrator. Your Plan Administrator then forwards the application to Manulife Financial.

Making Changes

To ensure that coverage is kept up-to-date for yourself and your dependents, it is vital that you report any changes to your Plan Administrator. Such changes could include:

- change in dependent coverage
- change in name
- change of beneficiary
- applying for coverage previously waived

To make such changes, you must complete the Application for Change form, available from your Plan Administrator.

The Claims Process

How to Submit a Claim

All claim forms, available from your Plan Administrator, must be correctly completed, dated and signed. Remember, always provide your Group Policy Number and your Certificate Number (found on your Group Benefit Card) to avoid any unnecessary delays in the processing of your claim.

Your Plan Administrator can assist you in properly completing the forms, and answer any questions you may have about the claims process and your Group Benefit Program.

Payment of Extended Health Care and Dental Claims

Once the claim has been processed, Manulife Financial will send a Claim Statement to you.

The top portion of this form outlines the claim or claims made, the amount subtracted to satisfy deductibles, and the benefit percentage used to determine the final payment to be made to you. If you have any questions on the amount, your Plan Administrator will help explain.

The bottom portion of this form is your claims payment, if applicable. Simply tear along the perforated line, endorse the back of the cheque and you can cash it at any chartered bank or trust company.

You should receive settlement of your claim within three weeks from the date of submission to Manulife Financial. If you have not received payment, please contact your Plan Administrator.

Co-ordination of Extended Health Care and Dental Care Benefits

If you or your dependents are insured for similar benefits under another Plan, Benefits Manulife Financial will take this into account when determining the amount of expenses payable under this Program.

This process is known as Co-ordination of Benefits. It allows for reimbursement of insured medical and dental expenses from all Plans, up to a total of 100% of the actual expense incurred.

Plan means:

- other Group Benefit Programs;
- any other arrangement of coverage for individuals in a group; and
- individual travel insurance plans.

Plan does not include school insurance or Provincial Plans.

Order of Benefit Payment

A variety of circumstances will affect which Plan is considered as the “Primary Payment Carrier” (i.e., responsible for making the initial payment toward the eligible expense), and which Plan is considered as the “Secondary Carrier.” (i.e., responsible for making the payment to cover the remaining eligible expense).

- If the other Plan does not provide for Co-ordination of Benefits, it will be considered as the Primary Carrier, and will be responsible for making the initial payment toward the eligible expense.
- If the other Plan does provide for Co-ordination of Benefits, the following rules are applied to determine which Plan is the Primary Carrier.

– For Claims incurred by you or your dependent spouse:

The Plan insuring you or your dependent spouse as an employee/member pays benefits before the Plan insuring you or your spouse as a dependent.

In situations where you or your dependent spouse have coverage as an employee/member under more than one Plan, the order of benefit payment will be determined as follows:

- o The Plan where the person is covered as an active full-time employee, then
- o The Plan where the person is covered as an active part-time employee, then

- The Plan where the person is covered as a retiree.
- For Claims incurred by your dependent child:

The Plan covering the parent whose birthday (month/day) is earlier in the calendar year pays benefits first. If both parents have the same birthdate, the Plan covering the parent whose first name begins with the earlier letter in the alphabet pays first.

However, if you and your spouse are separated or divorced, the following order applies:

- The Plan of the parent with custody of the child, then
 - The Plan of the spouse of the parent with custody of the child (i.e., if the parent with custody of the child remarries or has a common-law spouse, the new spouse's Plan will pay benefits for the dependent child), then
 - The Plan of the parent not having custody of the child, then
 - The Plan of the spouse of the parent not having custody of the child (i.e., if the parent without custody of the child remarries or has a common-law spouse, the new spouse's Plan will pay benefits for the dependent child).
- Where you and your spouse share joint custody of the child, the Plan covering the parent whose birthday (month/day) is earlier in the calendar year pays benefits first. If both parents have the same birthdate, the Plan covering the parent whose first name begins with the earlier letter in the alphabet pays first.
 - A claim for accidental injury to natural teeth will be determined under Extended Health Care Plans with accidental dental coverage before it is considered under Dental Plans.
 - If the order of benefit payment cannot be determined from the above, the benefits payable under each Plan will be in proportion to the amount that would have been payable if Co-ordination of Benefits did not exist.
 - If the insured person is also covered under an individual travel insurance plan, benefits will be co-ordinated in accordance with the guidelines provided by the Canadian Life and Health Insurance Association.

Submitting a Claim for Co-ordination of Benefits

To submit a claim when Co-ordination of Benefits applies, refer to the following guidelines:

- As per the Order of Benefit Payment section, determine which Plan is the Primary Carrier and which is the Secondary Carrier.
- Submit all necessary claim forms and original receipts to the Primary Carrier.
- Keep a photocopy of each receipt or ask the Primary Carrier to return the original receipts to **you** once your claim has been settled.
- Once your claim has been settled by the Primary Carrier, you will receive a statement outlining how your claim has been handled. Submit this statement along with all necessary claim forms and receipts to the Secondary Carrier for further consideration of payment, if applicable.

Who Qualifies for Coverage?

Eligibility

You are eligible for Group Benefits if you:

- are a full-time employee of Allied Systems (Canada) and work at least the Required Number of Hours,
- are a member of an eligible class.
- are younger than the Termination Age,
- are residing in Canada, and
- have completed the Waiting Period.

The Termination Age and Waiting Period may vary from benefit to benefit. For this information, please refer to each benefit in the section entitled Your Group Benefits.

Your dependents are eligible for insurance on the date you become eligible or the date **you** first acquire a dependent, whichever is later. You must apply for insurance for yourself in order for your dependents to be eligible.

Required Number of Hours

Full-time employee - 25 hour(s) per week

Evidence of Insurability

Medical evidence is required when you apply for insurance in excess of the Non-Evidence Limit.

Medical evidence is also required for all benefits, except Dental insurance, when you make a Late Application for insurance on any person.

Late Application

An application is considered late when you:

- apply for insurance on any person after having been eligible for more than 31 days; or
- re-apply for insurance on any person whose insurance had earlier been cancelled.

If you apply for benefits that were previously waived because you were covered for similar benefits under your spouse's plan, your application is considered late when you:

- apply for insurance more than 31 days after the date benefits terminated under your spouse's plan; or
- apply for insurance and benefits under your spouse's plan that have not terminated.

Medical evidence can be submitted by completing the Evidence of Insurability form, available from your Plan Administrator.

Further medical evidence may be requested by Manulife Financial.

Late Dental Application

If you apply for coverage for Dental insurance for yourself or your dependents late, Late Dental Application insurance will be limited to \$125 for each insured person for the first 12 months of coverage.

Effective Date of Coverage

- If Evidence of Insurability is not required, your Group Benefits will be effective on the date you are eligible.
- If Evidence of Insurability is required, your Group Benefits will

be effective on the date you become eligible or the date the evidence is approved by Manulife Financial, whichever is later.

You must be actively at work for insurance to become effective. If you are not actively at work on the date your insurance would normally become effective, your insurance will take effect on the next day on which you are again actively at work.

Your dependent's insurance becomes effective on the date the dependent becomes eligible, or the date any required evidence of insurability on the dependent is approved by Manulife Financial, whichever is later.

Your dependent's insurance will not be effective prior to the date your insurance becomes effective.

Termination of Insurance

Your Group Insurance will terminate on the earliest of:

- the date you cease to be an eligible employee,
- the date you cease to be actively at work, unless the Group Policy allows for your coverage to be extended beyond this date,
- the date your employer terminates coverage,
- the date you enter the armed forces of any country on a full-time basis,
- the date the Group Policy terminates or insurance on the class to which you belong terminates,
- the date you reach the Termination Age, or
- the date of your death.

Employees who retire on or after age 55 with 15 years of service will be eligible to participate in the early retiree plan to age 65. Their spouse will also be able to continue coverage provided he/she is under age 65. Employees will be moved to class GC OR GD and payment to the Administrator is required.

Employees who retire at age 65 will have no coverage under this plan, however should their spouse be under age 65 he/she can continue with individual coverage until he/she reaches age 65. Payment to the Administrator is required.

Your dependents' insurance terminates on the date your insurance terminates or the date the dependent ceases to be an eligible dependent, whichever is earlier.

Your Group Benefits

Employee Life Insurance

If you die while insured, this benefit provides financial assistance to your beneficiary. If your beneficiary dies before you or if there is no designated beneficiary, this benefit is payable to your estate.

The Benefit

Benefit Amount - \$50,000

Non-Evidence Limit - \$50,000

Qualifying Period for Waiver of Premium - 105 days

Termination Age - your benefit amount terminates **on** the last day of the month in which you retire.

Waiting Period

30 calendar days for employees hired on or prior to January 01, 2011
60 calendar days of continuous employment for **all** other employees

Submitting a Claim

To submit an Employee Life Insurance claim, your beneficiary must complete the Life Claim form which is available from your Plan Administrator.

Documents necessary to submit with the form are listed **on** the form.

A completed claim form must be submitted within 90 days from the date of the loss.

To submit a claim for the Waiver of Premium benefit you must complete a Waiver of Premium claim form which is available from your Plan Administrator. Your attending physician must also complete a portion of this form.

A completed claim form must be submitted within 180 days from the end of the qualifying period.

Waiver of Premium

If you become Totally Disabled while insured and prior to age 65 and meet the Premium Entitlement Criteria outlined below, your Life Insurance will continue without payment of premium.

Definition of Totally Disabled

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of

- your own occupation, during the Qualifying Period and the 2 years immediately following the Qualifying Period
- any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the two years specified above

The availability of work will not be considered by Manulife Financial in assessing your disability.

If you must hold a government permit or licence to perform the duties of your job, you will not be considered Totally Disabled solely because your permit or licence has been withdrawn or not renewed.

Entitlement Criteria

To be entitled to Waiver of Premium, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period. If you cease to be Totally Disabled during this period and then become disabled again within 3 weeks due to the same or related illness or injury, your Qualifying Period will be extended by the number of days during which you ceased to be Totally Disabled.
- Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
- your **own** occupation, during the Qualifying Period and the following 2 years, and
 - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 2 years specified above.
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial.

At any time, Manulife Financial may require you to submit to a medical, psychiatric, psychological, functional, educational and/or voca-

tional examination or evaluation by an examiner selected by Manulife Financial.

Termination of Waiver of Premium

Your Waiver of Premium will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit.
- the date you do not supply Manulife Financial with appropriate medical evidence documenting **how** your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
 - your own occupation, during the Qualifying Period and the following 2 years, and
 - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 2 years specified above.
- the date you are no longer receiving from a physician, regular, ongoing care and treatment appropriate for the disabling condition, as determined by Manulife Financial.
- the date you do not attend an examination by an examiner selected by Manulife Financial.
- the date of your 65th birthday.
- the date of your death

Recurrent Disability

If you become Totally Disabled again from the same or related causes as those for Disability which premiums were previously waived, and such disability recurs within 6 months of cessation of the Waiver of Premium benefit, Manulife Financial will waive the Qualifying Period.

Your amount of insurance on which premiums were previously waived will be reinstated.

If the same disability recurs more than 6 months after cessation of your Waiver of Premium benefit, such disability will be considered a separate disability.

Two disabilities which are due to unrelated causes are considered

separate disabilities if they are separated by a return to work of at least one day.

Conversion Privilege

If your Group Benefits terminate or reduce, you may be eligible to convert your Employee Life Insurance to an individual policy, without medical evidence. Your application for the individual policy along with the first monthly premium must be received by Manulife Financial within 31 days of the termination or reduction of your Employee Life Insurance. If you die during this 31-day period, the amount of Employee Life Insurance available for conversion will be paid to your beneficiary or estate, even if you didn't apply for conversion.

For more information on the conversion privilege, please see your Plan Administrator. Provincial differences may exist.

Dependent Life Insurance

If one of your dependents dies while insured, the amount of this benefit is paid to you.

The Benefit

Benefit Amount - \$3,000 spouse; \$1,500 each dependent child

Termination Age - on the last day of the month in which the employee retires

Waiting Period

30 calendar days for employees hired on or prior to January 01, 2011.
60 calendar days of continuous employment for all other employees.

Submitting a Claim

To submit a Dependent Life Insurance claim, you must complete the Life Claim form which is available from your Plan Administrator. Documents necessary to submit with the form are listed on the form.

A completed claim form must be submitted within 90 days from the date of loss.

Waiver of Premium

If your Employee Life Insurance premium is waived because you are totally disabled, the premium for this benefit will also be waived, (See Employee Life Insurance...Waiver of Premium).

Conversion Privilege

If your spouse's life insurance terminates, you may be eligible to convert the terminated insurance to an individual policy, without medical evidence. Your spouse's application for the individual policy, along with the first monthly premium, must be received by Manulife Financial within 31 days of the termination date. If your spouse dies during this 31-day period, the amount of spousal Life Insurance available for conversion will be paid to you, even if you didn't apply for conversion. If you reside in the province of Quebec and if your dependent child's insurance terminates, you may be eligible to convert the terminated insurance as outlined above by the Conversion Privilege for spousal coverage.

For more information on the conversion privilege, please see your Plan Administrator. Provincial differences may exist.

Accidental Death and Dismemberment

If you sustain an accidental injury while insured and suffer a loss specified in the Schedule of Losses below, this benefit provides financial assistance to you or your beneficiary. In the event of your death, the benefit is payable to your beneficiary. If your beneficiary dies before you or if there is no designated beneficiary, this benefit is payable to your estate. For losses other than Loss of Life, the benefit is payable to you.

The Benefit

Benefit Amount - \$50,000

Non-Evidence Limit - \$50,000

Termination Age - your benefit amount terminates on the last day of the month in which you retire.

Waiting Period

30 calendar days for employees hired on or prior to January 01, 2011

60 calendar days of continuous employment for all other employees

Schedule of Losses

A loss **shown** in this schedule is covered provided it:

- is a direct result of the accidental injury

- occurs within 365 days from the date of the accidental injury
- is total and irreversible or irrecoverable

In the case of loss of speech or hearing, or loss of use of an arm, hand or leg, the loss must be continuous for 12 months and determined to be permanent, after which time the benefit is payable.

The amount payable for each loss is a percentage of your Accidental Death and Dismemberment benefit amount which was in effect as of the date of the injury.

- Loss of Life - 100%
- Loss of or Loss of Use of Both Hands or Both Feet - 100%
- Loss of Sight of Both Eyes - 100%
- Loss of One Hand and One Foot - 100%
- Loss of One Hand and Sight of One Eye - 100%
- Loss of One Foot and Sight of One Eye - 100%
- Loss of Hearing in Both Ears and Speech - 100%
- Loss of or Loss of Use of One Arm or One Leg - 75%
- Loss of or Loss of Use of One Hand or One Foot - 66 2/3%
- Loss of Sight of One Eye - 66 2/3%
- Loss of Speech or Hearing in Both Ears - 66 2/3%
- Loss of Thumb and Index Finger or at least Four Fingers of One Hand - 33 1/3%
- Loss of All Toes of One Foot - 25%
- Loss of Hearing in One Ear - 25%
- Hemiplegia, Paraplegia or Quadriplegia - 200%

Only one percentage, the largest, will be paid for multiple losses to the same limb due to any one accident.

No more than 100% will be paid for all losses due to any one accidental injury, except in the case of hemiplegia, paraplegia or quadriplegia, where the total amount paid will not exceed 200% (provided the benefit is paid while you are living).

Exposure and Disappearance

If a loss occurs due to unavoidable exposure to the elements, after a conveyance in which you were travelling made a forced landing, or

was lost, wrecked, stranded or sank, a benefit will be payable for that loss. The amount payable will be determined in accordance with the Schedule of Losses.

If you disappear after a conveyance in which you were travelling made a forced landing, or was lost, wrecked, stranded or sank, a benefit for loss of life will be payable if your body is not found within 365 days after the incident occurred.

Submitting a Claim

To submit an Accidental Death Claim, **your** beneficiary must complete a Life Claim form.

To submit a Dismemberment Claim, you must complete an Accidental Dismemberment Claim form.

Both forms are available from your Plan Administrator, and require a physician's statement.

A completed claim form must be submitted within 90 days from the date of loss.

Waiver of Premium

If, while the Group Policy is in force, your Employee Life Insurance premium is waived because you are totally disabled, the premium for this benefit will also be waived. (See Employee Life Insurance...Waiver of Premium). Waiver of Premium for this benefit ceases if the benefit terminates.

Exclusions

No Accidental Death & Dismemberment benefits are payable if the **loss** results from:

- suicide or self-inflicted injuries
- war or insurrection, the hostile actions of any armed forces, or participation in a riot or civil commotion
- an infection (except pyogenic infections from an accidental cut or wound), illness or disease, or the medical treatment of any illness or disease, or bodily or mental infirmity
- riding in, boarding or leaving, or descending from, any aircraft as a pilot, operator or member of the crew
- riding in, boarding or leaving, or descending from, any aircraft which is owned, operated or leased by or on behalf of your employer

- committing or attempting to commit an assault or criminal offence
- injuries sustained while operating a motor vehicle while under the influence of any intoxicant, including alcohol.

Extended Health Care

If you or your dependents incur charges for any of the Covered Expenses specified, Extended Health Care your Extended Health Care benefit can provide financial assistance.

Payment of Covered Expenses is subject to any maximum amounts shown below under The Benefit and in the expenses listed under Covered Expenses.

Claim amounts that will be applied to the maximum are the amounts paid after applying the Deductible, Benefit Percentage, and any other applicable provisions.

Drug Benefit for Quebec Residents

Group benefit plans that provide prescription drug coverage to Quebec residents must meet certain requirements under Quebec's prescription drug insurance legislation (An Act Respecting Prescription Drug Insurance And Amending Various Legislative

Provisions). If you and your dependents reside in Quebec, the provisions specified under Drug Benefit For Persons Who Reside In Quebec, will apply to your drug benefit.

The Benefit

Overall Benefit Maximum - \$1,000,000 per lifetime

Not applicable to:

Out-of-Canada Emergency Medical Treatment

The overall benefit maximum is not applicable to Emergency Travel Assistance.

Deductible - Nil

Drug Dispensing Fee Maximum - \$6.50 per prescription

Benefit Percentage (Co-insurance) – 100% for - Hospital Care - Medical Services & Supplies - Professional Services - Vision - Drugs

Note:

The Benefit Percentage for Out-of-Canada Emergency Medical Treatment is 100%.

The Benefit Percentage for Emergency Travel Assistance is 100%.

Termination Age - on the last day of the month in which the employee retires

Waiting Period

30 calendar days for employees hired on or prior to January 01, 2011

60 calendar days of continuous employment for all other employees

Covered Expenses

The expenses specified are covered to the extent that they are reasonable and customary, as determined by Manulife Financial, provided they are:

- medically necessary for the treatment of sickness or injury and recommended by a physician
- incurred for the care of a person while insured under this Group Benefit Program
- reasonable taking all factors into account
- not covered under the Provincial Plan or any other government-sponsored program
- legally insurable

In the event that a provincial plan or government-sponsored program or plan or legally mandated program discontinues or reduces payment for any services, treatments or supplies formerly covered in full or in part by such plan or program, this Policy will not automatically assume coverage of the charges for such treatments, services or supplies, but will reserve the right to determine, at the time of change, whether the expenses will be considered eligible or not.

Advance Supply Limitation

Payment of any Covered Expenses under this benefit which may be purchased in large quantities will be limited to the purchase of up to a 3 months' supply at any one time, except for covered drug expenses.

Drug Expenses

The maximum quantity of drugs that will be payable for each prescription will be limited to the lesser of

- a) the quantity prescribed by your physician or dentist. or
- b) a 34 day supply.

A quantity of up to a 100 day supply may be payable in **long** term therapy cases, where the larger quantity is recommended as appropriate by your physician and pharmacist.

Hospital Care

- charges, in excess of the hospital's public ward charge, for private Hospital Care accommodation, provided:
 - the person was confined to hospital on an in-patient basis, and
 - the accommodation was specifically elected in writing by the patient
- Private accommodation for confinement in a chronic care facility which starts within 14 days of discharge from a hospital confinement of at least 5 days, up to a maximum of 180 days per disability
- charges for any portion of the cost of ward accommodation, utilization or co-payment fees (or similar charges) are not covered

Direct Drugs - Plan 3

Charges incurred for the following expenses are payable when prescribed in writing by a physician or dentist and dispensed by a licensed pharmacist.

- drugs for the treatment of an illness or injury, which by law or convention require the written prescription of a physician or dentist
- oral contraceptives
- injectable medications
- life-sustaining drugs
- preventive vaccines and medicines (oral or injected)
- diabetic supplies (excluding cotton swabs, rubbing alcohol, automatic jet injectors and similar equipment)

Charges for the following are not covered:

- the administration of injectable medications
- drugs, biologicals and related preparations which are intended to be administered in hospital on an in-patient or out-patient basis and are not intended for a patient's use at home
- anti-smoking drugs

- Drug Maximums

Fertility drugs - \$2,500 per calendar year

Sclerotherapy Injections - \$20 per visit

All other covered drug expenses - Unlimited

Payment of Drug Claims

Your Pay Direct Drug Card provides your pharmacist with immediate confirmation of covered drug expenses. This means that when you present your Pay Direct Drug Card to your pharmacist at the time of purchase, you and your eligible dependents will not incur out-of-pocket expenses for the full cost of the prescription.

The Pay Direct Drug Card is honoured by participating pharmacists displaying the appropriate Pay Direct Drug decal.

To fill a prescription for covered drug expenses:

- a) present your Pay Direct Drug Card to the pharmacist at the time of purchase, and
- b) pay any amounts that are not covered under this benefit.

You will be required to pay the full cost of the prescription at time of purchase if

- you cannot locate a participating Pay Direct Drug pharmacy
- you do not have your Pay Direct Drug Card with you at that time
- the prescription is not payable through the Pay Direct Drug Card system

For details on how to receive reimbursement after paying the full cost of the prescription, please see your Plan Administrator.

Vision Care

- purchase and fitting of prescription glasses or elective contact lenses, as well as Vision Care repairs, elective laser vision correction procedures for adult and children, to a maximum of \$300 per

24 consecutive months, including one eye exam for adults between the ages of 19 and 64, limited to \$50.

Professional Services

Services provided by the following licensed practitioners:

- Chiropractor - \$30 per visit to a maximum of \$300 per calendar year(s)
- Osteopath - \$25 per visit to a maximum of \$250 per calendar year(s)
- Podiatrist/Chiropodist - \$25 per visit to a maximum of \$250 per calendar year(s)
- Massage Therapist - \$25 per visit to a maximum of \$250 per calendar year(s)
- Naturopath - \$25 per visit to a maximum of \$250 per calendar year(s)
- Speech Therapist - \$200 per calendar year(s)
- Physiotherapist - \$25 per visit to a maximum of \$250 per calendar year(s)
- Psychologist - \$25 initial visit. \$25 subsequent visits, to a maximum of \$200 per calendar year(s)

Expenses for some of these Professional Services may be payable in part by Provincial Plans. Coverage for the balance of such expenses prior to reaching the Provincial Plan maximum may be prohibited by provincial legislation. In those provinces, expenses under this Benefit Program are payable after the Provincial Plan's maximum for the benefit year has been paid.

Recommendation by a physician for Professional Services is not required.

Medical Services and Supplies

For all medical equipment and supplies covered under this provision, Covered Expenses **will** be limited to the cost of the device or item that adequately meets the patient's fundamental medical needs.

Private Duty Nursing

Services which are deemed to be within the practice of nursing and which are provided in the patient's home by:

- a registered nurse, or

- a registered nursing assistant (or equivalent designation) who has completed an approved medications training program

Covered Expenses are subject to a maximum of \$5,000 per calendar year(s).

Charges for the following services are not covered:

- service provided primarily for custodial care, homemaking duties, or supervision
- service performed by a nursing practitioner who is an immediate family member or who lives with the patient
- service performed while the patient is confined in a hospital, nursing home, or similar institution
- service which can be performed by a person of lesser qualification, a relative, friend, or a member of the patient's household

Pre-Determination of Benefits

Manulife Financial suggests that a detailed treatment plan be submitted with cost estimates before Private Duty Nursing services begin. Manulife Financial will then advise you of any benefit that will be provided.

Ambulance

- licensed ambulance service provided in the patient's province of residence, including air ambulance, to transfer the patient to the nearest hospital where adequate treatment is available.

Medical Equipment

- rental or, when approved by Manulife Financial, purchase of:
 - Mobility Equipment: crutches, canes, walkers, and wheelchairs
 - Durable Medical Equipment: manual hospital beds, respiratory and oxygen equipment, and other durable equipment usually found only in hospitals.

Non-Dental Prostheses, Supports and Hearing Aids

- external prostheses
- surgical stockings, up to a maximum of 6 pairs per calendar year
- surgical brassieres, up to a maximum of 6 per calendar year
- braces (other than foot braces), trusses, collars, leg orthosis, casts and splints

- stock-item orthopaedic shoes, modifications or adjustments to stock-item orthopaedic shoes or regular footwear (recommendation of either a physician or a podiatrist is required), and casted, custom-made orthotics (recommendation of either a physician or a podiatrist is required), and custom-made shoes which are required because of a medical abnormality that, based on medical evidence, cannot be accommodated in a stock-item orthopaedic shoe or a modified stock-item orthopaedic shoe (must be constructed by a certified orthopaedic footwear specialist)

All subject to a maximum of 2 pairs per person per calendar year and limited to an overall maximum of \$400 per pair.

Please see “How to submit an orthotics claim” under the Extended Health Care, “Submitting a Claim” section.

- cost, installation, repair and maintenance of hearing aids (including charges for batteries), to a maximum of \$500 every 36 consecutive month(s)

Other Supplies and Services

- ileostomy, colostomy and incontinence supplies Services
- medicated dressings and bum garments
- wigs and hairpieces for patients with temporary hair loss as a result of medical treatment, up to a maximum of \$250 per lifetime
- oxygen
- microscopic and other similar diagnostic tests and services rendered in a licensed laboratory in the province of Quebec
- charges for the treatment of accidental injuries to natural teeth or jaw, provided the treatment is rendered within 12 months of the accident, excluding injuries due to biting or chewing

Out-of-Province/Out-of-Canada

- treatment required as a result of a medical emergency which occurs during the Out-of-Canada first 60 days outside the province of residence, provided the insured person who receives the treatment is also covered by the Provincial Plan during the absence from the province of residence.

A medical emergency is a sudden, unexpected injury which occurs or an unforeseen illness which begins while an insured person is travelling outside his province of residence and requires

immediate medical attention. Such emergency no longer exists when, in the opinion of the attending physician and supporting medical evidence, the insured person is stable enough to return to his province of residence.

- expenses are payable up to a lifetime maximum of \$5,000,000

Charges for the following are payable under this expense:

- physician's services
- hospital room and board at standard ward rates. Charges in excess of ward rates are payable, if hospital coverage is provided under this Benefit Program.
- special hospital services
- hospital charges for out-patient treatment
- licensed ambulance services, including air ambulance, to transfer the patient to the nearest medical facility or hospital where adequate treatment is available
- medical evacuation for admission to a hospital or medical facility in the province where the patient normally resides

The amount payable for these expenses will be the reasonable and customary charges less the amount payable by the Provincial Plan.

Charges incurred outside the province of residence for all other Covered Extended Health Care Expenses are payable on the same basis as if they were incurred in the province of residence.

Emergency Travel Assistance

Emergency Travel Assistance is a travel assistance program available for you and your insured dependents. The assistance services are delivered through an international organization, specializing in travel assistance.

The following services are provided, when required as a result of a medical emergency which occurs during the first 60 days while travelling outside your province of residence:

Medical Emergency Assistance

A Medical Emergency is a sudden, unexpected injury which occurs or an unforeseen illness which begins while an insured person is travelling outside his province of residence and requires immediate medical

attention. Such emergency **no** longer exists when, in the opinion of the attending physician and supporting medical evidence, the insured person is stable enough to return to his or her province of residence.

a) ***24-Hour Access***

Multilingual assistance is available 24 hours a day, seven days a week, through telephone (toll-free or call collect), telex or fax.

b) ***Medical Referral***

Referral to the nearest physician, dentist, pharmacist or appropriate medical facility, and verification of insurance coverage, is provided.

c) ***Claims Payment Service***

If a hospital or other provider of medical services requires a deposit or payment in full for services rendered, and the expenses exceed \$200 (Canadian), payment of such expenses will be arranged and claims co-ordinated on behalf of the insured person.

Payment and co-ordination of expenses will take into account the coverage that the insured person is eligible for under a Provincial Plan and this benefit. If such payments are subsequently determined to be in excess of the amount of benefits to which the insured person is entitled, Manulife Financial shall have the right to recover the excess amount by assignment of Provincial Plan benefits and/or refund from you.

d) ***Medical Care Monitoring***

Medical care and services rendered to the insured person will be monitored by medical staff who will maintain contact, as frequently as necessary, with the insured person, the attending physician, the insured person's personal physician and family.

e) ***Medical Transportation***

If medically necessary, arrangements will be made to transfer an insured person to and from the nearest medical facility or to a medical facility in the insured person's province of residence. Expenses incurred for the medical transportation will be paid, as described under Medical Services and Supplies - Ambulance.

If medically necessary for a qualified medical attendant to accompany the insured person, expenses incurred for round-trip transportation will be paid.

f) *Return of Dependent Children*

If dependent children are left unattended due to the hospitalization of an insured person, arrangements will be made to return the children to their home. The extra costs over and above any allowance available under pre-paid travel arrangements will be paid.

If necessary for a qualified escort to accompany the dependent children, expenses incurred for round-trip transportation will be paid.

g) *Trip Interruption/Delay*

If a trip is interrupted or delayed due to an illness or injury of an insured person, one-way economy transportation will be arranged to enable each insured person and a Travelling Companion (if applicable) to rejoin the trip or return home. Expenses incurred, over and above any allowance available under pre-paid travel arrangements will be paid.

A Travelling Companion is any one person travelling with the insured person, and whose fare for transportation and accommodation was pre-paid at the same time as the insured person's fare.

If the insured person chooses to rejoin the trip, further expenses incurred which are related directly or indirectly to the same illness or injury, will not be paid.

h) *After Hospital Convalescence*

If an insured person is unable to travel due to medical reasons following discharge from a hospital, expenses incurred for meals and accommodation after the originally scheduled departure date will be paid, subject to the maximum shown in part I) of this provision.

i) *Visit of Family Member*

Expenses incurred for round-trip economy transportation will be paid for an immediate family member to visit an insured person who, while travelling alone, becomes hospitalized and is expected to be hospitalized for longer than 7 days. The visit must be approved in advance by Manulife Financial.

j) *Vehicle Return*

If an insured person is unable to operate his owned or rented

vehicle due to illness, injury or death, expenses incurred for a commercial agency to return the vehicle to the insured person's home or nearest appropriate rental agency will be paid, up to a maximum of \$1,000 (Canadian).

k) *Identification of Deceased*

If an insured person dies while travelling alone, expenses incurred for round-trip economy transportation will be paid for an immediate family member to travel, if necessary, to identify the deceased prior to release of the body.

l) *Meals and Accommodation*

Under the circumstances described in parts f), g), h), i), and k) of this provision, expenses incurred for meals and accommodation will be paid, subject to a combined maximum of \$2,000 (Canadian) per medical emergency.

Non-Medical Assistance

a) *Return of Deceased to Province of Residence*

In the event of the death of an insured person, the necessary authorizations will be obtained and arrangements made for the return of the deceased to his province of residence. Expenses incurred for the preparation and transportation of the body will be paid, up to a maximum of \$5,000 (Canadian). Expenses related to the burial, such as a casket or an urn, will not be paid.

b) *Lost Document and Ticket Replacement*

Assistance in contacting the local authorities is provided, to help an insured person in replacing lost or stolen passports, visas, tickets or other travel documents.

c) *Legal Referral*

Referral to a local legal advisor, and if necessary, arrangement for cash advances from the insured person's credit cards, family or friends, is provided.

d) *Interpretation Service*

Telephone interpretation service in most major languages is provided.

e) **Message Service**

Telephone message service is provided for messages to or from family, friends or business associates. Messages will be held for up to 15 days.

f) **Pre-trip Assistance Service**

Up-to-date information is provided on passport and visa, vaccination and inoculation requirements for the country where the insured person plans to travel.

Exceptions

Manulife Financial, and the company contracted by Manulife Financial to provide the travel assistance services described in this benefit, will not be responsible for the availability, quality, or results of any medical treatment, or the failure of an insured person to obtain medical treatment or emergency assistance services for any reason.

Emergency assistance services may not be available in all countries due to conditions such as war, political unrest or other circumstances which interfere with or prevent the provision of any services.

How to Access Emergency Travel Assistance -

Your Emergency Travel Assistance card lists the toll free numbers to call in case of an emergency, while travelling outside your province. The toll free number will put you in touch with the international travel assistance organization.

Your Emergency Travel Assistance card also lists your I.D. number and group policy number, which the travel assistance organization needs to confirm that you are covered by Emergency Travel Assistance.

If you do not have a Emergency Travel Assistance Card, please contact your Plan Administrator.

Submitting a Claim

To submit an Extended Health Care claim, you must complete an Extended Health Care Claim form, except when claiming for physician or hospital expenses incurred outside your province of residence. For these expenses, you must complete an Out-of-Province/Out-of-Canada claim form. Claim forms are available from your Plan Administrator.

All applicable receipts must be attached to the completed claim form when submitting it to Manulife Financial.

All claims must be submitted within 12 months after the date the expense was incurred. However, upon termination of your insurance, all claims must be submitted no later than 90 days from the termination date.

Claims for Out-of-Canada expenses must first be submitted *to* the Provincial Plan for payment. Any outstanding balance should be submitted to Manulife Financial, along with the explanation of payment from the Provincial Plan.

How to submit an orthotics claim

Manulife Financial conducted a number of audits and discovered that many orthotic appliances are over-prescribed or improperly supplied. Incorrectly made orthotics can cause pain by overstressing muscles, tendons, bones and joints.

Below are guidelines that will assist you in purchasing good quality, custom-made orthotics:

- Choose licensed suppliers, such as podiatrists and chiropractors, who are qualified to perform a medical examination using a biomechanical evaluation and gait analysis:
- Ensure that a biomechanical evaluation and gait analysis are performed;
- If the supplier indicates that they can provide you with the orthotics the same day, or if they have not performed a biomechanical/gait analysis, this is a good indication that the orthotics are not custom-made.

Claim Submission Requirements for Orthotics

When submitting an orthotics claim, please include a standard **Ex-** tended Health Care Claim form with these supporting documents:

- The recommendation or referral from the licensed physician, podiatrist or chiropractor, which includes the medical condition requiring the use of orthotic appliances;
- Copies of the biomechanical examination and gait analysis performed;
- A description of the process used to create the orthotics, including the casting technique and raw materials used;
- Confirmation that orthotics have been paid in full (supporting receipt).

Note: You must include the above documentation with the original claim submission to avoid delays in claim assessments and payments.

To be considered eligible for payment, orthotic appliances must be:

- medically necessary
- prescribed by a licensed physician, podiatrist or chiroprapist
- prescribed prior to purchase
- custom-made
- dispensed and paid in full

Note: Any costs associated with obtaining this information is the responsibility of the patient. It should also be noted that upon Manulife Financial's review, additional information may be required. You will be notified in writing as to Manulife Financial's decision or, when necessary, Manulife Financial's requirement for additional information. If you have any further questions, please contact the person responsible for your benefits plan.

Subrogation (Third Party Liability)

If your medical expenses result from an injury caused by another person and you (Party Liability) have the legal right to recover damages, Manulife Financial may request that you complete a subrogation reimbursement agreement when you submit a claim for such expenses.

On settlement or judgement of your legal action, you will be required to reimburse Manulife Financial those amounts you recover which, when added to the payments you received from Manulife Financial, exceed 100% of your incurred expenses.

Exclusions

No Extended Health Cure benefits are payable for expenses related to:

- self-inflicted injuries
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion
- an illness or injury for which benefits are payable under any government **plan** or workers' compensation
- charges for periodic check-ups, broken appointments, third party examinations, travel for health purposes, or completion of claim forms
- services or supplies provided by an employer's medical or dental department

- services or supplies for which no charge would normally be made in the absence of insurance
- services and supplies where reimbursement would have been made under a government-sponsored plan, in the absence of insurance
- services or supplies which are not permitted by law to be paid
- services or supplies which are required for recreation or sports
- services or supplies which would have been payable by the Provincial Plan if proper application had been made
- medical treatment which is not usual or customary, or *is* experimental or investigational in nature
- medical or surgical care which is cosmetic, except for sclerotherapy injections
- medical or surgical care which is cosmetic
- services or supplies which are performed or provided by the insured person, an immediate family member or a person who lives with the insured person
- services or supplies which are provided while confined in a hospital on an in-patient basis
- services *or* supplies which are not specified as a covered expense under this benefit

Continuation of Coverage

If a person is disabled when insurance under this Extended Health Care benefit terminates, covered expenses related to the treatment of the disability will continue to be payable by Manulife Financial, for up to 90 days. However, coverage will terminate if the disabled person becomes eligible for insurance under another group plan.

You will be considered disabled if you are eligible for disability benefits under any other provision of this Group Benefit Program.

Your dependent will be considered disabled if he or she is receiving medical treatment from a physician and confined to a hospital or to his or her home.

Drug Benefit For Persons Who Reside In Quebec

If you and your dependents reside in Quebec, the following provisions apply to your drug benefit coverage.

Covered Drug Expenses

The following expenses are covered:

- drugs that are on the List of Insured Drugs that is published by the Régie de l'assurance-maladie du Québec (RAMQ List), provided such drugs are on the list at the time the expense is incurred; and
- drugs that are listed as a covered expense in this Benefit Booklet, but are not on the RAMQ List.

Coverage for drugs on the List of Insured Drugs that is published by the Régie de l'assurance-maladie du Québec (RAMQ List)

The following provisions apply only to the coverage of drugs that are on the RAMQ List, as legislated by An Act Respecting Prescription Drug Insurance (R.S.Q. c., A-29-01). Coverage for all other drugs will be subject to the regular provisions included in this Benefit Booklet:

i) Benefit Percentage

Prior to the annual out-of-pocket maximum being reached, the percentage of covered drug expenses payable under this benefit will be as follows:

- i) For any drug **on** the RAMQ List which is not otherwise covered under the terms of this Benefit, the percentage payable **is** the percentage as set out by the then applicable Legislation.
- ii) For any **drug** on the RAMQ List which is covered under the terms of this Benefit, the percentage payable is the greater of
 - o the benefit percentage stated under The Benefit; and
 - o the percentage as set out by the then applicable Legislation.

After the annual Out-of-pocket maximum has been reached, the percentage of covered drug expenses payable under this benefit will be 100%.

) Annual Out-of-Pocket Maximum

The annual out-of-pocket maximum is the portion of covered drug expenses which must be paid by you and your spouse in a calendar year, before the percentage payable under this benefit will be 100%. Amounts that will be applied to the annual out-of-pocket maximum are:

- i) deductible amounts, and
- ii) the portion of covered drug expenses that **is** paid by an insured

person, when the percentage of covered expenses payable under this benefit is less than 100%.

The annual out-of-pocket maximum for you and your spouse is as stipulated in the Legislation and includes those portions of covered drug expenses paid for your dependent children.

For the purposes of calculating the out-of-pocket maximum for you and your spouse, those portions of covered drug expenses paid for your dependent children will be applied to the person who is closest to reaching the annual out-of-pocket maximum.

c) *Deductible*

Deductible amounts (if any) for the drug benefit will apply, until the annual out-of-pocket maximum is reached. Thereafter, the deductible will not apply.

d) *Lifetime Maximums*

Lifetime maximums (if any) for the drug benefit will not apply. Drug coverage provided after the lifetime maximum stated under The Benefit is reached is subject to the following conditions:

- i) only drugs that are on the RAMQ List are covered, and
- ii) the percentage payable by Manulife Financial for covered expenses is the percentage as set out by the then applicable Legislation.

e) *Eligible Dependent Children*

Your eligible dependent children who are in full-time attendance at an accredited educational institution will be covered until the later of

- i) the age specified in this Benefit Booklet (please refer to definition of child in the Explanation of Common Insurance Terms), and
- ii) age 26.

Drug coverage provided for dependent children after the age stated in this Benefit Booklet is subject to the following conditions:

only drugs that are on the RAMQ List are covered, and the percentage payable by Manulife Financial for covered expenses is the percentage as set out by the then applicable Legislation.

f) Termination Age

Provided you are otherwise eligible for the drug benefit, the Termination Age (if any) for the drug benefit will not apply. Drug coverage provided after the Termination Age specified under The Benefit is subject to the following conditions:

- i) only drugs that are on the RAMQ List are covered.
- ii) the percentage payable by Manulife Financial for covered expenses is the percentage as stipulated in the then applicable Legislation
- iii) the Annual Out-of-pocket Maximum is as stipulated in the then applicable Legislation
- iv) the premium required for the drug coverage is the premium for Extended Health Care.

Coverage for drugs that are listed as a covered expense in this Benefit Booklet but are not on the RAMQ List

Coverage for drugs that are listed as a covered expense under this Benefit but not on the RAMQ List will be subject to all the standard provisions included in this Benefit Booklet.

Dental Care

If you or your dependents require any of the dental services specified under Covered Expenses, your Dental Care benefit can provide financial assistance.

Payment of Covered Expenses is subject to any maximum amounts shown below under The Benefit and in the expenses listed under Covered Expenses.

Claim amounts that will be applied to the maximum are the amounts paid after applying the Deductible, Benefit Percentage, and any other applicable provisions.

The Benefit

Deductible - Nil

Dental Fee Guide -Fee Guide for General Practitioners which was in effect 1 year(s) prior to the current Fee Guide for the Province in which the services are rendered

If the services are rendered in Alberta, the Fee Guide is considered to

he the 1997 Alberta Dental Association Fee Guide for General Practitioners plus inflationary adjustment as determined by Manulife Financial

Benefit Percentage (Co-insurance) -

100% for persons under age 13 for Level I - Basic Services

80% for persons age 13 and over for Level I - Basic Services

100% for persons under age 13 for Level II - Supplementary Basic Services

80% for persons age 13 and over for Level II - Supplementary Basic Services

100% for persons under age 13 for Level III - Dentures

80% for persons age 13 and over for Level III - Dentures

100% for persons under age 13 for Level IV - Major Restorative Services

80% for persons age 13 and over for Level IV - Major Restorative Services

50% for Level V - Orthodontics

Benefit Maximums

\$3,000 per calendar year combined for Level I and Level II and Level III and Level IV

\$2,500 per lifetime for Level V

Termination Age - on the last day of the month in which the employee retires

Waiting Period

30 calendar days for employees hired on or prior to January 01, 2011

60 calendar days of continuous employment for **all** other employees

Covered Expenses

The following expenses are covered if they:

- are incurred for the necessary dental care of an insured person while insured under this benefit
- are incurred for services provided by a dentist, a dental hygienist working within the scope of his license, or a denturist working within the scope of his license

- are reasonable as determined by Manulife Financial, taking **all** factors into account, and
- do not exceed the fees recommended in the Dental Fee Guide, or reasonable and customary charges as determined by Manulife Financial, if the expenses are not listed in the Dental Fee Guide.

Alternate Treatment

Where any two or more courses of treatment covered under this benefit would produce professionally adequate results for a given condition, Manulife Financial will pay benefits as if the least expensive course of treatment were used. Manulife Financial will determine the adequacy of the various courses of treatment available, through a professional dental consultant.

Level 2 - Basic Services

- complete oral exam, one per 2 calendar years Basic Services
- full-mouth x-rays, one per 2 calendar years
- one unit of light scaling and one unit of polishing once every 9 months, when the service **is** performed outside Quebec, or prophylaxis once every 9 months. when the service is performed in Quebec
- recall exams, bitewing x-rays, and fluoride treatments, once every 9 months
- routine diagnostic and laboratory procedures
- initial oral hygiene instruction, plus one recall
- fillings, retentive pins and pit and fissure sealants. Replacement fillings are covered provided:
 - the existing filling is at least 12 months old and must be replaced either due to significant breakdown of the existing filling or recurrent decay, or
 - the existing filling is amalgam and there is medical evidence indicating that the patient is allergic to amalgam
- pre-fabricated full coverage restorations (metal and plastic)
- space maintainers (appliances placed for orthodontic purposes are not covered)
- minor surgical procedures and post surgical care

- extractions (including impacted and residual roots)
- consultations, anaesthesia, and conscious sedation
- denture repairs, relines and rebases, only if the expense is incurred later than 3 months after the date of the initial placement of the denture
- injection of antibiotic drugs when administered by a Dentist in conjunction with dental surgery

Level II - Supplementary Services

- surgical procedures not included in Level I (excluding implant surgery)
- periodontal services for treatment of diseases of the gums and other supporting tissue of the teeth, including:
 - scaling not covered under Level I, and root planing, up to a combined maximum of 8 units per calendar year(s) ;
 - provisional splinting; and
 - occlusal equilibration, up to a maximum of 8 units per calendar year(s)
- endodontic services which include root canals and therapy, root amputation, apexifications and periapical services
 - root canals and therapy are limited to one initial treatment plus one re-treatment per tooth per lifetime
 - re-treatment is covered only if the expense is incurred more than 12 months after the initial treatment

Level III - Dentures

- initial provision of **full** or partial removable dentures
- replacement of removable dentures, provided the dentures are required because:
 - a natural tooth is extracted and the existing appliance cannot be made serviceable;
 - the existing appliance is at least 60 months old and cannot be made serviceable; or
 - the existing appliance is temporary and is replaced with the permanent dentures within 12 months of its installation

- dentures required solely to replace a natural tooth which was missing prior to becoming insured for this covered expense are not covered

Level IV - Major Restorative Services

- crowns and onlays when the function of a tooth is impaired due to cuspal or incisal angle damage caused by trauma or decay
- inlays, covering at least 3 surfaces, provided the tooth cusp is missing
- initial provision of fixed bridgework
- replacement of bridgework, provided the new bridgework is required because:
 - a natural tooth is extracted and the existing appliance cannot be made serviceable;
 - the existing appliance is at least 60 months old and cannot be made serviceable; or
 - the existing appliance is temporary and is replaced with the permanent bridge within 12 months of its installation
- bridgework required solely to replace a natural tooth which was missing prior to becoming insured for this covered expense is not covered

Level V - Orthodontics

- orthodontic services (for dependent children only, provided treatment Orthodontics commences prior *to* reaching age 19)

Late Entrant Limitation

If you or your dependents become insured for dental benefits more than 31 days after Entrant Limitation you first become eligible to apply, the amount payable in the first 12 months of coverage will be limited to \$125 for each insured person.

Pre-Determination of Benefits

If the cost of any proposed dental treatment is expected to exceed \$500, Manulife Financial suggests that you submit a detailed treatment **plan**, available from your dentist, before the treatment begins. You can then be advised of the amount you are entitled to receive under this benefit.

Work in Progress When Coverage Terminates

Covered expenses related to dental treatment that was in progress at the time your dental benefits terminate (for reasons other than termination of the Group Policy or the Dental Care Benefit) are payable, provided the expense is incurred within 31 days after your benefit terminates.

Submitting a Claim

To submit a claim, you and your dentist must complete a Dental Claim form which is available from your Plan Administrator.

All claims must be submitted within 12 months after the date the expense was incurred. However, upon termination of your insurance, all claims must be submitted no later than 90 days from the termination date.

Subrogation (Third Party Liability)

If your dental expenses result from an injury caused by another person and you have the legal right to recover damages, Manulife Financial may request that you complete a subrogation reimbursement agreement when you submit a claim for such expenses.

On settlement or judgement of your legal action, you will be required to reimburse Manulife Financial those amounts you recover which, when added to the payments you received from Manulife Financial, exceed 100% of your incurred expenses.

Exclusions

No Dental Care benefits will be payable for expenses resulting from:

- self-inflicted injuries.
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion.
- dental care which is cosmetic, unless required because of an accidental injury which occurred while the patient was insured under this benefit.
- anti-snoring or sleep apnea devices.
- broken dental appointments, third party examinations, travel to and from appointments, or completion of claim forms.
- services which are payable by any government **plan**.

- services or supplies provided by an employer's medical or dental department.
- services or supplies for which no charge would normally be made in the absence of insurance.
- treatment rendered for a full mouth reconstruction, for a vertical dimension or for a correction of temporomandibular joint dysfunction.
- replacement of removable dental appliances which have been lost, mislaid or stolen.
- laboratory fees which exceed reasonable and customary charges.
- services or supplies which are performed or provided by the insured person, an immediate family member or a person who lives with the insured person.
- implants, or any services rendered in conjunction with implants.
- treatment which is not generally recognized by the dental profession as an effective, appropriate and essential form of treatment for the dental condition.
- services or supplies which are not specified as a covered expense under this benefit.

Survivor Extended Benefit

If you die while your dependents are insured under this Group Benefit Program, Manulife Financial will continue the Extended Health Care and Dental Care benefits without payment of premium, until the earliest of:

- the date your dependent is no longer a dependent, according to the definition of dependent (see Explanation of Common Insurance Terms),
- the date which is 12 months from your death, or
- the date your surviving spouse remarries.

Weekly Income (Short Term Disability)

If you become Totally Disabled while insured and meet the Entitlement Criteria for this benefit, Manulife Financial will pay a disability benefit.

Definition of Totally Disabled

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of your own occupation.

The availability of work will not be considered by Manulife Financial in assessing your disability.

If you must hold a government permit or licence to perform the duties of your job, you will not be considered Totally Disabled solely because your permit or licence has been withdrawn or not renewed.

The Benefit

Benefit Amount - 66.67% of your weekly earnings, to a maximum of \$525

Qualifying Period - none, if the disability is due to an accident;
7 calendar days, if the disability is due to a sickness

- If hospitalized due to sickness prior to the end of the Qualifying Period, benefits are payable from the first day of hospitalization.
- Benefits are payable from the end of the Qualifying Period. Benefits are not payable for or during the Qualifying Period.
- You must be receiving regular, ongoing care and treatment from a physician during the Qualifying Period in order for benefits to be payable at the end of the Qualifying Period. Otherwise, benefits are not payable until the date you are first treated by your physician.

Maximum Benefit Period - 15 weeks

Termination Age - on the last day of the month in which you retire

Waiting Period

30 calendar days for employees hired on or prior to January 01, 2011
60 calendar days of continuous employment for all other employees

Entitlement Criteria

To be entitled to disability benefits, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period.
- Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability,

such that you are prevented from performing the essential duties of your own occupation.

- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial.

At any time, Manulife Financial may require you to submit to a medical, psychiatric, psychological, functional, educational and/or vocational examination or evaluation by an examiner selected by Manulife Financial.

Periods for Which You are Not Entitled to Benefits

You are not entitled to benefit payments for any period that you are:

- not receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial
- receiving Employment Insurance maternity or parental benefits
- on lay-off during which you become Totally Disabled
- on leave of absence during which you become Totally Disabled, unless your employer is required to pay benefits during this period as a result of legislation, regulation or case law
- receiving benefits under an employer-sponsored salary continuance or wage loss replacement plan, or receiving temporary disability benefits from Workers' Compensation
- receiving earnings or payments from any employer, including severance payments and vacation pay
- incarcerated in a prison, correctional facility, or mental institution by order of authority of a criminal court

Amount of Disability Benefit Payable

The amount of disability benefit payable to you is the Benefit Amount shown above reduced by any amount you receive or are entitled to receive from the following source(s) for the same or related disability:

- any government motor vehicle automobile insurance plan or policy which is considered an allowable exclusion under the Employment Insurance Premium Reduction Regulations, unless prohibited by law

Subrogation

If your disability is caused by another person and you have a legal right to recover Subrogation damages, Manulife Financial will request that you complete a subrogation reimbursement agreement when you submit your Weekly Income claim.

On settlement or judgement of your legal action, you will be required to reimburse Manulife Financial those amounts you recover which, when added to the disability benefits that Manulife Financial paid to you, exceed 100% of your lost income.

Tax Status of Benefits

The tax position of any payments you receive under this benefit depends on whether Status you or your employer pays the cost of the benefit,

If your employer pays a portion or all of the cost, then any disability benefit payments you receive will be taxable. If you pay the full cost of the benefit, then any disability benefit payments you receive will be non-taxable.

Payment of Disability Benefits

Disability benefit payments will be made weekly in arrears. Any payment for a period of less than one week will be made at a daily rate of one-seventh of your weekly benefit amount.

Termination of Benefit Payments

Your disability benefit payments will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit
- the date you work in any occupation for wage or profit
- the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of your own occupation
- the date you do not attend an examination by an examiner selected by Manulife Financial
- the date on which benefits have been paid up to the Maximum Benefit Period for this benefit

- the date you retire
- the date of your death

Recurrent Disability

If you become Totally Disabled again from the same or related causes within 1 weeks from the end of the period for which Weekly Income benefits were paid, Manulife Financial will treat the disability as a continuation of your previous disability.

You will not be required to satisfy any applicable Qualifying Period again. The benefit payable to you will be based on your earnings as at the date of your previous disability. Benefits for all such recurrent disabilities will not be paid for a combined period longer than the Maximum Benefit Period for this benefit.

If the same disability recurs more than 1 weeks after the end of the period for which benefits were paid, such disability will be considered a separate disability.

Two disabilities which are due to unrelated causes are considered separate disabilities if they are separated by a return to work of at least one day.

Submitting a Claim

To submit a claim, you must complete the Weekly Income Claim form which is available from your Plan Administrator. Your attending physician must also complete a portion of this form.

A completed claim form must be submitted to Manulife Financial within 180 days from the end of the Qualifying Period.

Exclusions-

No benefits are payable for any disability related to:

- any illness or injury which arises out of or in the course of employment, unless Workers' Compensation denies your claim
- self-inflicted injuries or illnesses
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion
- medical or surgical care which is not medically necessary
- abuse of addictive substances, including drugs and alcohol, unless you are actively participating and co-operating in an in-patient

medical treatment program for substance abuse which has been approved by Manulife Financial

Long Term Disability

If you become Totally Disabled while insured and meet the Entitlement Criteria for Long Term Disability this benefit, Manulife Financial will pay a disability benefit.

Definition of Totally Disabled

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of:

- your own occupation, during the Qualifying Period and the 2 years immediately following the Qualifying Period
- any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 2 years specified above

The availability of work will not be considered by Manulife Financial in assessing your disability.

If you must hold a government permit or licence to perform the duties of your job, you will not be considered Totally Disabled solely because your permit or licence has been withdrawn or not renewed.

The Benefit

Benefit Amount - \$1,200

Non-Evidence Limit - \$1,200

Qualifying Period - 105 days

- Benefits are payable from the end of the Qualifying Period. Benefits are not payable for or during the Qualifying Period.
- You must be receiving regular, ongoing care and treatment from a physician during the Qualifying Period in order for benefits to be payable at the end of the Qualifying Period.

Maximum Benefit Period

- 5 years, but not beyond age 65 due to disease

- to age 65 due to injury

Termination Age - on the last day of the month in which you retire

Waiting Period

30 calendar days for employees hired on or prior to January 01, 2011
60 calendar days of continuous employment for all other employees

Entitlement Criteria

To be entitled to disability benefits, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period. If you cease to be Totally Disabled during this period and then become disabled again within 3 weeks due to the same or related illness or injury, your Qualifying Period will be extended by the number of days during which you ceased to be Totally Disabled.
- Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
 - your own occupation, during the Qualifying Period and the following 2 years, and
 - any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 2 years specified above.
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial.

At any time, Manulife Financial may require you to submit to a medical, psychiatric, psychological, functional, educational and/or vocational examination or evaluation by an examiner selected by Manulife Financial.

Periods for Which You are Not Entitled to Benefits

You are not entitled to benefit payments for any period that you are:

- not receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial
- receiving Employment Insurance maternity or parental benefits
- on lay-off during which you become Totally Disabled

- on leave of absence during which you become Totally Disabled, unless your employer is required to pay benefits during this period as a result of legislation, regulation or case law
- receiving benefits under an employer-sponsored salary continuance or short term wage loss replacement plan
- working in any occupation, except as provided for under the Rehabilitation Assistance provision
- incarcerated in a prison, correctional facility, or mental institution by order of authority of a criminal court

Amount of Disability Benefit Payable

The amount of disability benefit payable to you is the Benefit Amount shown above reduced by any amount you receive or are entitled to receive from the following sources for the same or related disability:

- Workers' Compensation or similar coverage
- Canada or Quebec Pension Plans
- any government motor vehicle automobile insurance plan or policy, unless prohibited by law

If necessary, the amount of your benefit will be further reduced so that your total amount from all sources does not exceed 85% of your pre-disability gross earnings (net earnings, if your benefit is non-taxable). All sources include those sources stated above and:

- a) any amount you receive or are entitled to receive from:
 - any group, association or franchise plan
 - any retirement or pension plan
 - earnings or payments from any employer, including severance payments and vacation pay
 - self-employment
 - any government plan, excluding Employment Insurance Benefits
- b) any amount of Canada or Quebec Pension Plan benefits which another member of your family receives or is entitled to receive by reason of your disability

Once benefits become payable, the amount of your benefit will not be affected by any subsequent cost of living increase in benefits you are receiving from other sources.

Benefit Calculation Rules

Manulife Financial will apply the following rules in determining your disability benefit:

- benefits payable from other sources which began before the commencement of your current Disability will not be taken into account;
- benefits payable from other sources will not be adjusted to take into account any difference between the tax status of those benefits and the benefit payable by Manulife Financial;
- subsequent changes in benefits from other sources, other than cost of living increases, will be taken into consideration and a new benefit amount may be established;
- benefits payable under individual disability income insurance will not be taken into account;
- for benefits payable other than on a monthly basis, a monthly equivalent of such benefit will be estimated by Manulife Financial; and
- if you do not apply for a benefit for which you are eligible, the amount of such benefit will be estimated by Manulife Financial and assumed to be paid.

Subrogation

If your disability is caused by another person and you have a legal right to recover damages. Manulife Financial will request that you complete a subrogation reimbursement agreement when you submit your Long Term Disability claim.

On settlement or judgement of your legal action, you will be required to reimburse Manulife Financial those amounts you recover which, when added to the disability benefits that Manulife Financial paid to you, exceed 100% of your lost income.

Tax Status of Benefits

The tax position of any payments you receive under this benefit depends on whether you or your employer pays the cost of the benefit.

If your employer pays a portion or all of the cost, then any disability benefit payments you receive will be taxable. If you pay the full cost of the benefit, then any disability benefit payments you receive will be non-taxable.

Payment of Disability Benefits

Disability benefit payments will be made monthly in arrears. Any payment for a period of less than one month will be made at a daily rate of one-thirtieth of your monthly benefit amount.

Rehabilitation Assistance

Once Manulife Financial determines that you are Totally Disabled, if appropriate, and at Manulife Financial's discretion, you may be offered rehabilitation to assist you in returning to gainful employment, either to your pre-disability occupation or to another occupation.

In considering whether Rehabilitation Assistance is appropriate for you, Manulife Financial will take into account:

- the nature, extent and expected duration of your disability
- your level of education, training or experience
- the nature, scope, objectives and cost of a Vocational Plan

-Vocational Plan

A Vocational Plan is a training or job placement program that is expected to facilitate your return to gainful employment.

If it is determined that Rehabilitation Assistance is appropriate for you, in partnership with you and your employer, Manulife Financial will provide a structured Vocational Plan that will prepare you for a return to work, either:

- with your employer
- with an alternate employer
- in a self-employed capacity

-Disability Benefits During Rehabilitation

You will continue to be entitled to disability benefits while participating in the Vocational Plan. If you receive any earnings as part of the plan, your disability benefit will be reduced once your total income (your disability benefit plus your earnings) exceeds 100% of your pre-disability gross earnings; net earnings if your benefit is not taxable.

If you cease to participate in the Vocational Plan because of a change in your medical status, Manulife Financial will require medical evidence documenting how your current medical status prevents you from continuing with the Vocational Plan.

If you are not available or do not co-operate or participate in the Vocational Plan, you will no longer be entitled to disability benefits.

Termination of Benefit Payments

Your disability benefit payments will cease on the earliest of

- the date you cease to be Totally Disabled, as defined under this benefit.
- the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability such that you are prevented from performing the essential duties of:
 - your own occupation, during the Qualifying Period and the following 2 years, and
 - any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 2 years specified above.
- the date you do not attend an examination by an examiner selected by Manulife Financial.
- the date on which benefits have been paid up to the Maximum Benefit Period for this benefit.
- the date of your death.

Recurrent Disability

If you become Totally Disabled again from the same or related causes within 6 months from the end of the period for which Long Term Disability benefits were paid, Manulife Financial will treat the disability as a continuation of your previous disability.

You will not be required to satisfy the Qualifying Period again. The benefit payable to you will be based on your earnings as at the date of your previous disability. Benefits for all such recurrent disabilities will not be paid for a combined period longer than the Maximum Benefit Period for this benefit.

If the same disability recurs more than 6 months after the end of the period for which benefits were paid, such disability will be considered a separate disability.

Two disabilities which are due to unrelated causes are considered separate disabilities if they are separated by a return to work of at least one day.

Waiver of Premium

The premium for your Long Term Disability benefit will be waived during any period you are entitled to receive Long Term Disability benefit payments.

Submitting a Claim

To submit a claim, you must complete the Long Term Disability claim form which is available from your Plan Administrator. Your attending physician must also complete a portion of this form.

A completed claim form must be submitted to Manulife Financial within 180 days from the end of the Qualifying Period.

Canadian Residency Requirement

No benefits are payable if you reside outside Canada for any period exceeding 90 consecutive days or a total of 180 days in any 365 day period, unless:

- you have previously notified and received approval in writing from Manulife Financial; and
- you remain under the regular care of a licensed physician deemed appropriate by Manulife Financial; and
- proof of the ongoing disability can be determined on evidence of insurability to Manulife Financial in english or french within 30 days of request.

Exclusions

No benefits are payable for any disability related to:

- a disability occurring on or after October 1, 1994, for any loss caused or contributed to by any motor vehicle accident. This exclusion only applies to motor vehicle accidents occurring within the provinces of Ontario and Quebec.
- self-inflicted injuries or illnesses.
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion.
- medical or surgical care which is not medically necessary.
- the committing of or the attempt to commit an assault or criminal offence.
- abuse of addictive substances, including drugs and alcohol, unless you are actively participating and co-operating in an in-patient medical treatment program for substance abuse which has been

approved by Manulife Financial.

- a Pre-Existing Condition which causes disability within the first 12 months of your Long Term Disability coverage. A Pre-Existing Condition **is** any injury or illness (whether diagnosed or not) for which you were treated or attended by a physician, or for which drugs were prescribed, within 90 days prior to the effective date of your coverage.

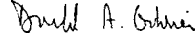
AMENDMENT

Allied Systems (Canada)
G0090450G

January 01, 2011

This Amendment is to be attached to and read as part of the Group Benefits Policy, issued to the above Group Policyholder.

Issued at Waterloo, Ontario on March 29, 2011



President & Chief Executive Officer

Manulife Financial agrees to amend the group Benefit Policy, as requested by the Group Policyholder. The Changes are detailed below.

- Under the Dental Care Benefit, "Level V – Orthodontics" has been revised for Classification Code GA and GB as follows:

Level, V - Orthodontics

- a) correction of malocclusion of the teeth
- b) observation and adjustment
- c) appliances for tooth guidance or uncomplicated tooth movement
- d) appliances to control oral habits
- e) retention appliances
- f) fixed or cemented, unilateral and bilateral appliances

Employees in Classification Code GA, GB

Orthodontic Services are a Covered Expense for Dependent children only, provided treatment commences prior to reaching age 19.

In the event the original Application for Amendment was not signed by an authorized signing agent of the Policyholder, this Amendment will be deemed to have been accepted by the Policyholder upon receipt, by Manulife Financial at its Head Office for Canadian Operations, of a copy of this document signed by a properly authorized signing agent of the Policyholder.

Notice of Change

Allied Systems (Canada)
G0090450G
January 01, 2010

This Notice Of Change is an update to the information contained in your Benefit Booklet. We suggest you read the information carefully and keep it with your Booklet.

A change has been made to your Group Benefits Program provided by the above Group Policyholder. The details of the change are outlined below. If you have any questions concerning the change, please contact your Plan Administrator.

Under your Long Term Disability Benefit, the Amount of Disability Benefit Payable wording has been revised as follows:

Amount of Disability Benefit Payable.

The amount of disability benefit payable to you is the Benefit Amount shown above subject to the following reductions:

If necessary, the amount of your benefit will be reduced so that your total amount **from** all sources does not exceed 85% of your pre-disability gross earnings (net earnings, if your benefit is non-taxable).

All sources include:

- i) any amount you receive or are entitled to receive from:
 - any group, association or franchise plan
 - any retirement or pension plan
 - earnings or payments from any employer, including severance-payments and vacation pay
 - self-employment
 - any government plan, excluding Employment Insurance Benefits
 - Canada or Quebec Pension Plans
 - Workers' Compensation or similar coverage
 - any government motor vehicle automobile insurance plan or policy, unless prohibited by law
- ii) any amount of Canada or Quebec Pension Plan benefits which another member of your family receives or is entitled to receive by reason of your disability.

Once benefits become payable, the amount of your benefit will not be affected by any subsequent cost of living increase in benefits you are receiving from other sources.

PERMISSION TO PARK AWAY FROM MY TERMINAL

This form must be filled out and approved by your Terminal Manager, in order for wild drivers requiring overnight parking in locations, other than Allied Yards or approved Motels when registered.

- The parking area must be secure **and all units** on the load locked, with the keys removed from the rig (i.e. taken home with the driver) the rig must also be locked.
- A picture of the parking area needing approval will be supplied upon request of the Terminal manager.
- If the parking location is owned by a 3rd party. Written authorization of the owner must be supplied to the Terminal Manager.
- Anytime the driver is not on the road by 8AM, he must call the terminal dispatch and advise why.
- During booked vacation and PPH days the equipment must be returned to the home terminal. (Exception granted for Brokers)
- The company will not pay for delay time to drivers or brokers. while waiting for maintenance on their equipment, when the work could have been performed at night or on weekends in the home terminal.
- If an unforeseen illness or emergency occurs, and the rig is parked at the designated parking location, it is the responsibility of the driver to report their situation to terminal management so a remedy can be implemented.
- The Terminal Manager reserves the right to revoke the privilege of parking away, when the above conditions are not followed. In addition a copy of this **form** must be completed by both the driver and the Terminal manager. The driver will commit to follow all of the conditions and to update all changes in writing. The Manager and Unit Chairperson will keep a copy of the most up to date parking information.

I agree to comply with the above conditions

Driver's Name _____

Driver's Signature _____

Manager's Name _____ Manager's Signature _____

Is the rig parked at your home? yes / no

Address rig is parked _____

Owner of property, 3rd party, name and address _____

Miles off route from closest highway _____ Highway number _____

Date approved _____

Terminal Manager must put in writing why request is denied.

WILD BOARD DRIVERS

Subject : US Dealer Direct Delivery

Current Terminal Wild board positions

Agincourt	4
Concord	4
Oshawa	4
Bramalea	28
Lambeth	40
Windsor	14

With the recent changes with our customers, drivers will be required to load and deliver loads direct to dealers in the United States.

All terminals noted above will post additional bids within the current Terminal Wild board bid to identify which drivers will be designated to be used as "US first priority drivers", responsible to deliver as needed all loads into the United States for dealer direct deliveries.

Bramalea- 5 drivers for loads assigned to West Seneca shuttle or NY State shorts.
Bramalea - 5 drivers for US dealer direct
Lambeth - 12 drivers for US dealer direct
Windsor - 5 drivers for US dealer direct
Oshawa / Agincourt /
Concord - 3 drivers for US dealer direct

Drivers in each of the noted Terminals who are the "US first priority drivers" will be the first drivers used on all US direct delivery loads. If further deliveries are required and this list has been exhausted or the drivers are not available, additional loads will be assigned on a seniority basis.

Return to Work Policy Statement

Allied Systems and the Canadian Auto Workers Union (CAW) recognize the responsibilities of both the company and the union towards employees with disabilities. Allied systems has, through consultation and agreement with the union, developed a Return-to-Work Program consistent with Disability prevention principles. This program forms part of the operating procedures of Allied Systems.

The Return to Work Program is committed to providing a safe and timely return to productive employment for employees who suffer a work related injury or illness.

The Return to Work Program will assist employees in achieving a timely and effective rehabilitation and therapeutic return to work, while maintaining their personal dignity and financial stability.

Applied Systems is committed to ensuring that a safe and timely return to work by an injured worker is a normal practice and expectation. Consequently, this program will provide an effective means of minimizing health and disability related costs.

This policy is intended to promote effective disability prevention principles by ensuring:

- Early Intervention
- Ongoing Communication, and
- An offer of meaningful, therapeutic and productive work consistent with the worker's functional abilities without risk of re-injury or risk to others.

Applied Systems is committed to ensuring that participation in Return to Work Program will not, of itself, disadvantage an injured worker. All efforts will be made to resolve disagreements about the Return to Work program, or its components, through discussions with the CAW and in a spirit of cooperation.

Participation in the Return to Work Program will not prejudice the injured worker or any other employee from receiving rights negotiated under the collective agreement.

Applied Signatures

CAW Signatures

John Jansen

Dino Chiodo

Tim Waldriff

Len Poirier

LETTER OF UNDERSTANDING

- Investment -

The Parties recognize the importance of maintaining and improving the Condition of the Fleet. The Company commits to using savings realized through Collective Bargaining to maximize its investment in revitalizing its Fleet in the Ontario and Quebec Operations.

LETTER OF UNDERSTANDING

- Refurb Centre -

The Company agrees to meet with a Committee of Maintenance personnel and representatives of the CAW to discuss the feasibility of performing major modifications and refurbishment program in house. The parties will meet to determine the merits of proceeding with a pilot project within thirty (30) days of ratification.

LETTER OF UNDERSTANDING

- Retirement Allowance -

One time Retirement Allowance benefit of four hundred dollars (\$400) per month for employees of age sixty (60) and over with twenty (20) years of service till age sixty-five (65). This will be a window opportunity available only in the year 2011.

LETTER OF UNDERSTANDING

- Strap Issue -

Where the Company now pays additional compensation for strapping of vehicles on equipment not specifically designed for strapping; this equipment shall be converted to strap only securement. When completed, the Company and Union will meet to determine whether the conversion adequately supports the elimination of the strapping fees for those units that successfully undergo the conversion.

LETTER OF UNDERSTANDING

Upon ratification this agreement between CAW and Allied Systems (Canada) Company covering City and Highway Drivers, Roadway Drivers, Yardpersons, Driveaway Persons, Maintenance Employees for the period, expires on January 10, 2014.

The Company will look after the cost of printing the Collective Agreements.

Memorandum Agreement

Between



And

Allied Systems (Canada) Company

Supplementary Workforce

During the 2010 negotiations the parties held an extensive discussion concerning the hours of work. Given the nature of the business and the requirements of the collective agreement, it was identified that the extension of hours will, in certain cases, require additional resources. This requirement is centered on the need for supplemental workforce in the peak periods in the Spring and Fall. Specifically this need was identified on Fridays in the above periods. In order to address this issue, the parties agreed to establish a supplementary workforce during the identified periods. The aforementioned workforce would not have a negative impact in anyway on the current fulltime workforce. The parties further agreed to meet in 60 days after the ratification of the collective agreement to finalize the supplemental workforce agreement. The basic principles would include commitments by the corporation that the supplemental workforce would not be abused and that the current workforce would continue to be provided the first opportunity for any work prior to the utilization of the supplemental workforce.

It is further agreed that the supplemental workforce agreement can be terminated by either party with 30 days notice.

Memorandum of Agreement

Between

CAW  TCA
CANADA

And

Allied Systems (Canada) Company

Article (1) – Terms of MOA

This memorandum will govern the operations of the Ontario and Quebec terminals and shall be in conjunction with Articles 9.1, 15.1 and 15.12 of the Master Agreement.

Article (2) – Application of MOA

It is recognized by the Company and the Union that in the Province of Ontario all drivers are on one (1) seniority list with drivers located at different domiciles for work preference. Those domiciles are: Lambeth (which includes Ingersoll and Cambridge), Windsor, Bramalea, and Toronto (which includes Agincourt, Concord and Oshawa). It is also recognized by the Company and the Union that in the Province of Quebec all drivers are on one (1) seniority list with drivers located at different domiciles for **work** preference. Those domiciles are Montreal and Charny.

Article (3) – Shortage of Work

Should there be a shortage of work on a particular bid, drivers affected shall **work** on another bid within their Domicile and according to their seniority.

Should there be a shortage of **work** at a particular domicile, the driver may choose to bump to any domicile where a junior driver is working. Drivers who bump to a foreign domicile shall displace the junior most driver working on a one for one basis. Note: this procedure shall be on a trial basis and can be discontinued by either party upon thirty (30) days written notice. Upon notification, Union and Company will meet to resolve.

Drivers electing to bump to another domicile must complete a “Bump

Request Form” and turn it into their terminal manager within 24 hours of their first missed shift. Drivers who do not complete a “Bump Request Form” will be considered on voluntary lay off and will be required to provide one week’s notice of their intent to return to work. Drivers choosing to bump to a foreign terminal shall be placed the first Monday following receipt of the bump request form.

Drivers selecting bump as listed above shall maintain the right to his/her Bump option if the work shortage were to happen again within 20 days.

Drivers bumping to a foreign terminal must remain at that terminal until there is sufficient work for them to return to their home terminal.

Drivers bumping to a foreign terminal must use equipment based at that terminal, brokers may take their own trucks but do so at their own expense.

Drivers shall consider the foreign terminal their home terminal while working there for the purposes of submitting logs, trip cards, etc.

Article (4) – Job Openings

Permanent job openings at any of the Ontario or Quebec domiciles shall be posted for ten (10) working days. Eligible employees may bid on these openings and the successful bidders will be required to report for work at their new location within 30 days of being notified.

Article (5) – Dispatch Rules

Loads from the home terminal – Drivers empty at their home terminal must report to dispatch by the designated start time in person unless otherwise stipulated in their bid. Drivers arriving after the designated start time will be dispatched according to their seniority on those loads that are remaining at their time of dispatch.

Loads from a foreign terminal – Drivers will submit a backhaul preference and **ETA** when dispatched from their home terminal and his/her backhaul preference held according to his/her seniority, **ETA** and home domicile. If we are unable to meet his/her backhaul preference the load next closest to his/her preference will be held.

Drivers must follow trip ticket instructions as to which dispatch location to call when at the furthest delivery point on each trip.

When empty drivers will be dispatched to the closest terminal where loads are available.

In keeping with past practice, rush loads and old dates will be dispatched on the first available driver.

Drivers are required to report to their home terminal either in person or by phone at the completion of each shift.

Article (6) – General Provisions

Drivers must remain on their bid as long as there is **work** on their bid.

Should it be necessary to increase the number of drivers on a particular bid these openings will be posted first within the domicile and if there are still vacancies they will be posted at all domiciles within the Province.

OFFICE EMPLOYEES

COLLECTIVE AGREEMENT

BETWEEN

ALLIED SYSTEMS (CANADA) COMPANY

AND

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND
GENERAL WORKERS UNION
(CAW-CANADA)

AND ITS

LOCALS 27, 444, 1090 & 1285

FOR OFFICE EMPLOYEES AT BRAMLEA,
WINDSOR, AGINCOURT, OSHAWA AND
LAMBETH

The Office Agreement includes Articles listed in the Main Agreement; where applicable, Articles listed in the Office Agreement will supercede respective Articles (or be in addition to) from the Main Agreement.

ARTICLE 1 – RECOGNITION

- 1.1** The Employer recognizes the National Automobile, Aerospace, Transportation and General Workers Union (CAW-Canada) and its locals 444, 27, 1090 and 1285 as the sole collective bargaining agent for all dispatch and clerical employees of Allied Systems (Canada) Company in Ontario at Bramlea, Windsor, Oshawa, Agincourt and Lambeth terminals, excluding foremen and supervisor, those above the rank of foreman and supervisor, driver trainer, confidential secretary, secretary to the personnel manager, sales staff and employees covered by a subsisting Collective Agreement.
- 1.2** Employer personnel excluded from the bargaining unit shall be posted by name and title on a bulletin board so that the employees in the bargaining unit will be knowledgeable of same and the Union office will be provided with a copy of such posting.

No work will be performed by Non-Union personnel except as provided for under Appendix “B” Section (b).
- 1.3** It is agreed that neither party to this Agreement shall enter into any agreement or contract with employees which conflicts with the terms and provisions of this Agreement.
- 1.4** The Union as well as all members thereof agree at all times as fully as it can be in their power to further the interests of the Automobile Transporting Industry and of the Employer.

ARTICLE 9 – SENIORITY

- 9.1** The purpose of seniority is to provide a policy governing lay-offs and rehiring. Seniority shall be terminal wide. The Employer shall prepare a terminal seniority list (including classifications). One copy of the list shall be furnished to the Union and one copy shall be posted in a conspicuous place at the terminal. Employees hired after the signing of this Agreement shall be placed on the seniority list after the completion of a sixty (60) calendar day probationary period.

Operations established or introduced with a fifty-mile radius shall be considered one terminal for the purpose of seniority application.

- 9.2** Agincourt, Bramlea and Oshawa bargaining unit office staff shall be on one seniority list, Windsor shall be on one (1) seniority list and Lambeth shall be on one (1) seniority list. In the event of a layoff an employee may bump the junior most person within their classification on their seniority list.

When an employee is to be recalled after layoff, the Company shall notify such employee by registered mail sent to the last address given to the Company by the employee. The employees shall report back to work no later than seven (7) calendar days after notification by registered mail.

- 9.3** In filling a job vacancy, the Employer shall consider the seniority of the employees within the terminal and their skill, ability and qualifications to perform the work required. If their skill, ability and qualifications expressed above are equal, then seniority will be the determining factor. The Company shall post all job openings.

Job vacancies not filled from within the terminal shall be posted and made available to all other employees covered by the Ontario Office Employees collective agreement. Employees transferring to a position on a different seniority list shall endtail, they will however retain their seniority for the purposes of vacation and benefits entitlement.

- 9.4** Leave of absence in excess of thirty (30) calendar days will not be granted until a request for same is submitted in writing to both the Union and the Employer and mutually agreed to. It is understood that maternity leave of absence shall be granted in compliance with the Canada Labour Code.

- 9.5** An employee's employment shall be terminated for any of the following reasons:

- a) If the employee voluntarily quits;
- b) If the employee is discharged and is not reinstated pursuant to the conditions of the complaint and Grievance Procedure as provided in this Agreement;

NOTE: The discharge of a probationary employee shall not be subject to the grievance procedure.

- c) If the employee has been laid-off and fails to return within seven (7) calendar days after being notified by the Employer to do so by registered mail addressed to the employee's last known address;

(NOTE: It shall be the employee's responsibility at all times to keep the Employer informed as to their home addresses.)

- d) If an employee overstays a vacation or a leave of absence granted by the Employer without securing an extension in writing of such vacation or leave of absence;
- e) If an employee accepts employment other than that agreed upon between the Employer and the Union while on a leave of absence.

- f) If an employee is absent from work for more than three (3) consecutive shifts without prior authorization from the Employer, without a reason acceptable to the Employer or due to circumstances beyond the employee's control;

(NOTE: It is agreed that seniority shall not be lost hereunder if an employee is absent due to bona fide illness or injury provided the Employer is notified as soon as possible and such illness or injury is properly medically documented. The employee shall notify the Employer when he/she is able to return to work.

- g) If an employee is laid off for a period in excess of twenty-four (24) consecutive months.

9.6 On mutual agreement, arrangements may be reached for voluntary layoff out of seniority order with a minimum of one (1) week's notice of intent to return to work. The Company shall not deny a voluntary layoff within this Article so long as there are junior employees laid off and the Company shall provide records of their work force where disputes exist. Further, the senior employee electing layoff

- a) Must apply at the time of the original layoff;
- b) Must pay for his/her benefits where applicable in conjunction with Article 18 and 19;

- c) Must adhere to language above in respect to a return to work.
- d) Employees returning from a voluntary layoff after having served notice of return to work will not be eligible for Health and Welfare and Pension benefits until the month following their return to work. However, should the layoff status reach the point where this employee would have been recalled to work, the Company will make the necessary contributions.

9.7 Leave of absence in excess of thirty (30) days will not be granted until a request for same is submitted in writing to both the Union and the Company. The parties agree to exercise reasonable discretion. The Company will recognize sick leave of absence to an employee who enters a treatment centre for chemical dependency.

9.8 The Company agrees to grant all present employees who are on leave of absence and all future employees of CAW Canada an indefinite leave of absence to work for the CAW Canada, retaining and accumulating seniority with the Company. Such leave of absence shall be revocable upon seventy-two (72) hours notice by the employee.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

6.1 The standard work week shall be forty (40) hours per week comprised of five (5) consecutive days of eight (8) hour shifts for dispatchers, and dispatch and maintenance clerks. The first shift of each week shall commence no later than Monday midnight.

All hours worked in excess of eight (8) in any one shift of forty (40) hours in any one week shall be paid at the rate of time and one-half the regular hourly rate. All hours worked after eleven (11) hours in any one day to be paid at double time. All hours worked after eight (8) hours on a Saturday to be paid at double time.

The call-in guarantee for dispatchers and dispatch and

maintenance clerks shall be eight (8) hours. If an employee is late in reporting for work, the call-in guarantee shall be reduced by the amount of the lateness.

The Company shall provide seven days (7) notice before changing the hours of their bid shift, otherwise the employee shall be paid at time and one-half (1 ½ X) for all hours worked up to eleven (11) hours and double time (2X) thereafter.

- 16.2** The standard work week shall be forty (40) hours per week comprised of five (5) consecutive days of eight (8) hour shifts, Monday to Friday for all employees.

All hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half the regular hourly rate. All hours worked after eleven (11) hours in any one day to be paid at double time. All hours worked after eight (8) hours on a Saturday to be paid at double time.

The call-in guarantee for general Office Clerks shall be eight (8) hours. If an employee is late in reporting for work, the call-in guarantee shall be reduced by the amount of the lateness.

- 16.3** The implementation of rotating shifts, complete or partial, shall be subject to a majority vote at each operating location, by the persons who normally perform the job. (All Windsor yards to be considered one operating location for the purpose of this Clause.) The Union and the Company recognize that certain jobs must be performed on a specific shift or require specific qualifications and that the persons performing these jobs shall be excluded from any shift rotation. The method of rotation shall be set out in a memorandum agreed to by the parties.

Shifts arranged by the parties and set out in the memorandum will not be changed without one (1) week's notice by the Company.

This does not prohibit the Employer from assigning work at overtime rates before or after an employee's regular shift to cover vacancies created by sickness and other such emergencies. No employee will be required to work more than eight (8) hours overtime in any one week.

16.7 All employees **shall** receive seven (7) calendar days notice of layoff or one (1) weeks pay in lieu thereof.

16.8 Overtime beyond the regular work week shall be offered in order of seniority to qualified employees who normally perform the work. They shall be paid time and one-half the reg-

18.2 Employees shall be paid by direct deposit on the Thursday following the completion of the weekly pay period. Pay statements shall be available to all shifts on Wednesdays. A separate pay run will be performed each Thursday as warranted to ensure the proper processing of adjustments. Adjustments to be paid by direct deposit on the Friday following pay day.

Where employees have not had an opportunity to submit adjustments before the Thursday pay run, these adjustments will be processed in detail, for the following pay period except those shortages in excess of fifty dollars (\$50.00) which will be paid by manual cheque immediately.

18.3 All employees will have an equal opportunity to bank overtime on a weekly basis. All banked overtime must be paid out at the employee's request or by December 31st each year.

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

When absent on a regular workday due to illness, it is the responsibility of the employee to request payment of an earned sick day. Any unused sick days shall be paid out at the employee's prevailing rate of pay on the 2nd pay period in November of each year.

ARTICLE 25 – VACATIONS WITH PAY

25.11 The choice of vacation period shall be by seniority in each department and the Employer guarantees that all employees wishing to take their vacation during the months of May, June, July, August and September shall be allowed to do so. In preparing the vacation schedule, the Employer will have each employee sign for the time they would like for their vacation. The final vacation schedule shall be posted by the Employer not later than April 1st of each year. Summer vacation periods shall be May, June, July, August and September inclusive. Employees qualified for more than three (3) weeks' vacation will be

restricted to three (3) weeks during the recognized summer periods. It shall be compulsory for all employees to take their vacation between March 1st and the end of February. Vacation periods will be allotted giving preference to senior employees provided it does not conflict with Management's right to maintain an efficient work force.

To allow employees to utilize fifteen (15) days of their current vacation entitlement in daily increments and the application of these days retroactively within vacation year for days missed.

In cases above, this is voluntary for the Employee.

APPENDIX "A"

CLASSIFICATIONS

- a. Lead Central Dispatcher
- b. Dispatcher
- c. Clerical

Dispatchers	\$24.89
Clerical	\$22.77

NEW:

Lead Central Dispatcher	\$27.09
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An employee that performs work in a higher classification during a week will receive the greater rate of pay for that week. Rate of pay for probationary employees will be .25 cents per hour less than the lowest applicable classification rate.

APPENDIX "B"

In the event the Company moves a work operation and it is clearly es-

understanding that the determination of the work be defined at the time of the announcement or a period of the previous three (3) months work prior to the move.

SHIFT APPLICATIONS

Shifts commencing outside the hours of 7:00 a.m. and 11:00 a.m., employees will be paid a shift premium of .55 cents per hour.

Locations using 6:00 a.m. and 10:00 a.m. shall remain using such times for the purpose of shift premium.

- a) The Company will not subcontract work presently performed by bargaining unit personnel unless permitted by this Collective Agreement.
- b) The Company may assign non-bargaining unit personnel to perform bargaining unit work on a temporary basis during absences due to vacation, illness or injury, or overflow providing all bargaining unit personnel are working and have been given an opportunity to perform this work at overtime rates. Non-bargaining unit personnel who perform bargaining unit work at a terminal to an aggregate of one hundred (100) hours within any forty-five (45) calendar day period will result in an employee being added to the seniority list under this Agreement.

The Company and the Union may agree to conditions other than stated above to accommodate certain situations.

LETTER OF UNDERSTANDING # 1

It is agreed that Bargaining Unit Office Personnel shall not be laid off as a result of the expansion, realignment or any other change of the non-union dispatchers role.

LETTER OF UNDERSTANDING # 2

Maurice Leveille to be paid an additional One Dollar (\$1 .00) per hour effective ratifications, in recognition of additional responsibilities assumed by Maurice. This new rate applied for Maurice will be abolished upon his resignation/retirement.

- NOTES -

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CALENDAR 2012

JANUARY							JULY						
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S	M	T	W	T	F	S	S	M	T	W	T	F	S
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26	27	28	29				26	27	28	29	30	31	
MARCH							SEPTEMBER						
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CALENDAR 2013

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MARCH							SEPTEMBER							
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CALENDAR 2014

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MARCH							SEPTEMBER							
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