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No. OF EMPLOYEES	120
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COLLECTIVE AGREEMENT

made this first day of March 1999

BETWEEN

XEPA TRANSPORT LTD.
101 Wilson Avenue, Toronto, Ontario
hereinafter referred to as the "Company"
AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA)
and its LOCAL 4518
hereinafter referred to as the "Union"

ARTICLE 1 - PURPOSE

Section 1.1

The purpose and intent of this Agreement is to promote co-operation and harmony; to provide the machinery by means of which information may pass and problems be dealt with; to promote efficiency, safety and service and to set forth the agreed upon dispute and grievance procedure, the rates of pay, hours of work and other working conditions, etc., in the attached Schedules.

ARTICLE 2 - RECOGNITION

Section 2.1

The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees of Xepa Transport Ltd., division of Apex Motor Express Ltd., employed at Toronto, Windsor, London, Kitchener, Sudbury and Ottawa, save and except supervisors, those above the rank of supervisors, office and sales staff, and owner-operators.

All persons performing bargaining unit work shall be deemed to be employees of the Company.

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ARTICLE 3 - RELATIONSHIP

Section 3.1

The Company **agrees** that there **will** be no discrimination, interference, restraint or coercion exercised or practised by **the Company or by any of its representatives with** respect to any employee because of his membership in, or connection **with**, the Union.

Section 3.2

The Union agrees that there will be no **intimidation**, interference, restraint or coercion exercised or **practised** upon employees of the Company or by **any** of its members **or representatives**, and **that** there will be no **collection** of **dues or** other Union activity on **or** off of **the** premises **of** the Company during an employee's working **hours**.

Section 3.3

The Company agrees that **for** the purpose **of** the administration **of** this Agreement, a representative **of the** National Union shall have the **right** to visit **the** property of the **Company** during working hours, provided **that these visits shall** not interfere **with** the conduct **of the business of the** Company, and provided **further** that **the representative** shall obtain the consent of Management **before** visiting any property of the Company, which consent shall not be unreasonably withheld.

Section 3.4

The signatories **to** this Agreement have agreed that neither party shall enter into any agreement with **the employees** that **conflicts with** the **terms of this Agreement**.

Section 3.5

Supervisors and other employees outside the bargaining unit shall not perform bargaining unit **work except for** the **following reasons**: instruction or training, investigation, inspection, experimentation, **information or** emergency,

4 - ARTICLE OF AGREEMENT'S RIGHTS

4.1

The Union recognizes that without conflicting in any way with the other provisions of this Agreement, it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency
- (b) hire, suspend, discharge, transfer, promote, demote or discipline employees
- (c) generally manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, determine the location of its operations, the kinds of services to be rendered and maintained, and the kinds of equipment to be used, and the methods of work to be employed.

Section 4.2

The Union recognizes that it is the exclusive right of the Company to exercise all of the rights outlined above, both general and specific, except where such rights are specifically restricted by the terms of this agreement.

Section 4.3

Nothing in the foregoing shall deprive an employee of the right of grievance as defined in this Agreement, should he claim that he has been unjustly discharged or disciplined, or otherwise dealt with contrary to the terms of this Agreement, or in the case of any dispute arising between the parties.

ARTICLE 5 - UNION SECURITY

Section 5.1

All employees covered by this Agreement must be members of the Union, and they must remain members of the Union in good standing as a condition of continued employment, and in addition, they shall have deducted from their earnings such initiation fees as prescribed by the Union in accordance with its Constitution. Notwithstanding the above terms, it is agreed that the Company shall not be required to discharge an employee who has been refused or denied Union

membership, unless the grounds upon which the Union refused or terminated the membership were valid. In the event that the Company questions the validity of the reasons for the refusal or termination of Union membership, the matter may, at the request of the Company, be determined by an arbitration board.

Section 5.2

All employees covered by this Agreement will have deducted each month, from their pay, the amount of monthly union dues determined by the Union Constitution. The Company shall be advised in advance of any changes in the amount of monthly union dues or initiation fees to be deducted.

Section 5.3

The initiation fees and union dues referred to above shall be remitted directly to the Union's National Secretary-Treasurer at 205 Placer Court, Willowdale, Ontario, M2H 3H9.

Section 5.4

It is agreed that union membership will not be refused or terminated for reasons of race, national origin, colour, religious beliefs, or political beliefs.

Section 5.5

The Union shall indemnify and save the Employer harmless from and against all claims and demands brought, or made, against the Employer by any employee or worker, as a result of deduction and remittance by the Employer to the Union, of dues, pursuant to this Section.

ARTICLE 6 - STRIKES AND LOCKOUTS

Section 6.1

During the term of this Agreement, the Union agrees that it will not call, authorize, encourage or support any strike or collective action which will stop or interfere with the services of the Company, or impair the efficiency of its operations, and the Company agrees that there will be no lockout, as these terms are defined in the Canada Labour Code.

ARTICLE 7 - UNION COMMITTEES

Section 7.1 - Negotiating Committee

The Company recognizes the right of the Union to appoint or otherwise select a reasonable number of employees to constitute a Negotiating Committee.

Section 7.2

It is understood that the Negotiating Committee is a distinct entity, separate from the Grievance Committee, which also shall consist of a reasonable number of employees.

Section 7.3

The Negotiating Committee shall deal with only such matters as are properly subject to negotiations between the Company and the Union for renewal of this Agreement.

Section 7.4 - Grievance Committee

Whenever possible grievances shall be processed during the working hours of the steward. The processing of the grievance on the Company's premises shall not result in a loss of pay to the steward.

The Company will not be responsible for time spent by stewards or grievors, or other employees, at any arbitration proceeding following the grievance Procedure.

If the Company representative is unable to meet with the steward during the steward's normal working hours, the steward shall be paid at his regular rate of pay (straight time) for all time spent during the processing of a grievance at Steps 1 and 2 of the Procedure, with the Company, on the Company's property, or at any other place which is mutually agreed upon by both the Union and the Company. The provision for pay for the steward shall mean and apply to the Grievance Committee in whole at Step 2.

Section 7.5

It shall be the responsibility of the Union to inform the Company in writing of the names of those union members holding offices on its committees, and of any subsequent change in the names of its Local Officers.

ARTICLE 8 - JOINT COMMITTEES

Section 8.1 - CBA Administration Committee (Toronto)

The Company and the Union will nominate one candidate each to a committee of two, and authorize these persons to deal with the day-to-day business. The Union candidate shall be the Local's elected Chief Steward.

This Committee will meet on a regularly-scheduled basis to deal with the business of the Toronto terminal,

Section 8.2 - Mutual Management Com_____

With the commencement of this Agreement, it will be the mutual responsibility of the Union and the Company each to nominate two members to the Workplace Mutual Management Committee within ten days of signing.

This Committee shall meet as may be required, and at times mutually agreed upon, to discuss and make recommendations to all concerned in matters relating to safety, morale, social, educative, training and other matters not specifically referred to as being the responsibilities of other committees named in this Agreement. Either party may request such a meeting, which request will not be denied unreasonably.

In addition to the standing members of the Committee, the Parties each may invite one guest participant to each meeting. It is further agreed that the President of the Company and the Business Representative of the Union may attend, each at his sole discretion.

In the event of vacancies arising in any of the standing positions on the Committee, it will be the responsibility of the Party having the vacancy to fill such vacancy and notify the other Party of its nominee by written notice within ten (10) days.

It is understood that these Committee meetings are convened to promote co-operation, harmony, efficiency, safety and service, and to improve the flow of information between the Company and the employees, and to give effect to Article 1 of this Agreement.

Time spent in such meetings is to be considered time worked.

Minutes are to be taken, agreed and endorsed by both Parties **prior to the close** of each meeting, and copies **will** be sent to the Company and **the** Union within **seven (7) calendar days**.

Section 3 - Joint Health and Safety Committee

The Company and the Union agree to maintain the established Joint Health and Safety Committee in accordance with Part II of the Canada Labour Code. The Union representation on this Committee shall be at **least three (3) members** chosen **by** the Union. **At no time** shall the number of Company members be allowed to exceed **the** number of Union members of Committee.

Two co-chairpersons shall be selected from and **by** the members of the Committee. One of the co-chairpersons shall be a Union member chosen by **the Union members of the Committee**. The **other** co-chairperson shall be a Company member.

The Union co-chairperson shall have access to the work place on all shifts at all times, at the terminal represented by the Committee.

During all absences of the Union co-chairperson the Company shall recognize an **alternate** co-chairperson designated by the Union.

The **Committee** shall **assist in creating a safe** and healthy work place and shall recommend **actions which will improve** the **effectiveness of the health** and safety program. The **Company** shall comply **with** the recommendations of the Committee.

Without limiting the generality of the foregoing, the Committee shall:

- (a) **determine that** inspections **have** been carried out **at least once** a month. **These** regular inspections shall be made of all places of **employment**, including **buildings**, grounds, tools, equipment, **machinery** and work **methods** and **practices**. Such inspections **will** be made **at intervals that** prevent the development of **unsafe working conditions**.
- (b) determine **that** accident and **incident investigations** have been made.
- (c) recommend measures **required** to attain compliance with applicable laws or which will **correct** hazardous **conditions**.
- (d) the **Union** co-chairperson and alternate shall **participate in** and keep a record of all types of inspections and work refusals.

- (e) solicit **and** consider recommendations from **the** work force with **respect** to health and safety matters and recommend implementation where warranted.
- (f) hold regular meetings at least once a month **or** more frequently **if** mutually agreed upon by the Union and the Company co-chairpersons for the review of
 - reports of current accidents, and their causes and means of prevention;
 - remedial action taken or required by the reports of investigations **or** inspections;
 - any other matters pertinent to health and safety.**
 Either co-chair of the Committee may **call** a Special Meeting in order to address an urgent matter and the Committee will **meet** within four (4) working days.
- (g) 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 and safety.

Time spent by members of the Committee in the course of their duties will **be** considered **time** worked **and** will be **paid** in accordance with the terms of this **Agreement**. This includes all time spent away from the Company property on **health and safety matters**.

The Company agrees that all members of the **Committee** shall have **the right to** investigate dangerous circumstances at **the** work place at any time. Dangerous circumstances include any procedure, part of a work place or place external to a work place, a substance transported from **the** work place, or any equipment, machine, device, **article or thing** which may harm a person.

If a Committee member determines **that** dangerous circumstances exist the Committee member may direct the Company **to stop** the work or **to stop the use** of any part of a work place or of any equipment, machine, device, article or thing. **If** the Company receives such a direction, **the** Company will **immediately** comply with the **direction** and **shall** ensure **that** compliance is **effected in a way that** does not endanger a person.

Every injury or **near-miss** which involves **or** would have involved a worker going to **the first aid** attendant, **doctor** or hospital must **be investigated**. The Company will ensure that the Union members of **the** Committee have **continuous access** to the **surveillance camera** record **tapes** for the **investigation** of work **place** accidents and incidents.

The Union co-chairperson or **designate** and the Company co-chairperson or designate of the Committee shall investigate any accident or **near-miss**.

All members of the Joint Health and Safety Committee will attend the following **courses unless they** have taken these **courses in the previous year**:

WHSC Level 1

Workers' Health and Safety Agency Core Certification (4 days)

All such training **will** be completed within twelve (12) months **of the effective date of this Agreement**.

The Union members of the Joint Health and Safety Committee will attend the C.A.W. Health and Safety Course (1 week) taught at the **C.A.W.** Family Education Centre in Port Elgin.

The Company will ensure that lost time, per diem or meal, and travel and accommodation if required will be paid to all employees who participate In education or training required by this **Article** or any other **Article** in this Collective Agreement. The Company will pay to **the Union a maximum of five hundred dollars (\$500.00) per Union member of the Joint Health and Safety Committee who attends the C.A.W. Health and Safety Course (1 week) taught at the C.A.W. Family Education Centre in Port Elgin for accommodation, tuition and meals while staying at the Centre, and will pay to the Committee member lost time, per diem or meal for time** in travel, and travel expenses.

Training of the Union members of the Committee provided for in this Agreement will be **taken collectively as a group except as otherwise agreed between the Union and the Company**.

The Union **co-chairperson or alternate** will be **allowed to accompany Government inspectors (health and safety) on an inspection tour and to speak with the inspector out of earshot of any other person**.

ARTICLE 9 - HEALTH AND SAFETY REPRESENTATIVES

Section 9.1

In all work places governed by this Agreement with fewer than twenty (20) employees, where no Joint Health and Safety Committee has been established by the Company, the Company shall recognize the Health and Safety Representative selected by the Union.

A Health and Safety Representative shall have access to the work place on all shifts at all times.

During the absence of the Health and Safety Representative the Company shall recognize an alternate designated by him.

A Health and Safety Representative shall assist in creating a safe and healthy work place and shall recommend actions which will improve the effectiveness of the health and safety program. The Company shall comply with the recommendations of the Health and Safety Representative.

Without limiting the generality of the foregoing, a Health and Safety Representative shall:

- (a) determine that inspections have been carried out at least once a month. These regular inspections shall be made of all places of employment, including buildings, grounds, tools, equipment, machinery and work methods and practices. Such inspections will be made at intervals that prevent the development of unsafe working conditions;
- (b) determine that accident and incident investigations have been made;
- (c) recommend measures required to attain compliance with the applicable laws or which will correct hazardous conditions;
- (d) participate in and keep a record of all types of inspections and work refusals;
- (e) solicit and consider recommendations from the work force with respect to health and safety matters and recommend implementation where required.

Time spent by Health and Safety Representatives in the course of their duties will be considered time worked and will be paid in accordance with the terms of this Agreement. This includes all time spent away from the Company property on health and safety matters.

The Company agrees that a Health and Safety Representative shall have the right to investigate dangerous circumstances at the work place at any time. Dangerous circumstances include any procedure, part of a work place or place external to the work place, a substance transported from the work place, or any equipment, machine, device, article or thing which may harm a person.

If a Health and Safety Representative determines that dangerous circumstances exist he may direct the Company to stop the work or to stop the use of any part of a work place or of any equipment, machine, device, article or thing. If the Company receives such a direction, the Company will immediately comply with

the direction and shall ensure that compliance is effected in a way that does not endanger a person,

Every injury or near-miss which involved or would have involved a worker going to the first aid attendant, doctor or hospital must be investigated. The Company will ensure that the Health and Safety Representative has continuous access to the surveillance camera record tapes for the investigation of work place accidents and incidents.

The Health and Safety Representative or designate shall investigate any accident or near-miss.

All Health and Safety Representatives will attend the following courses unless they have taken these courses in the previous year:

WHSC Level 1

Worker's Health and Safety Agency Core Certification (4 days)

All such training will be completed within twelve (12) months of the effective date of this Agreement.

The Company will ensure that the lost time, per diem or meal, and travel and accommodation if required will be paid to all employees who participate in education or training required by this Article or any other Article in this Collective Agreement.

The Health and Safety Representative will be allowed to accompany Government inspectors (health and safety) on an inspection tour and to speak with the inspector out of earshot of any other person.

ARTICLE 10 - GRIEVANCE PROCEDURE AND SETTLEMENT

Section 10.1

The Parties to this Agreement agree that all steps shall be taken to ensure that complaints relating to the administration or interpretation of this Agreement shall be adjusted or finalized as quickly as possible. Every effort shall be made to settle disputes during the early stage of the grievance Procedure. It is understood that a reasonable amount of time may be spent by members of the Union Grievance Committee in order to investigate and participate in grievance matters and the Union agrees that members of the Union Grievance Committee shall co-operate with the Company in not conducting investigations in a manner that unduly interferes with the Company's operations. The Company agrees that it will not

prevent the Committee from properly fulfilling its obligation to investigate and settle grievances

Grievance Committee members will have access to the work places during regular working hours.

Section 10.2

An employee who has a complaint will discuss his complaint with his supervisor or foreman. If the matter is not settled between the employee and his supervisor or foreman the following Steps in the Grievance Procedure will be followed:

- Step One The Steward may present a complaint in writing to the Terminal Manager within four (4) working days after the occurrence giving rise to the complaint. The Terminal Manager shall give his written reply to the complaint within four (4) working days after he has received, or ought to have received, same.
- Step Two If the matter has not been settled, the Chief Steward or his representative may present the grievance in writing to the Vice President of the Company within five (5) working days after having received the written reply of the Terminal Manager. Following presentation of the grievance at this Step the Vice President shall arrange a meeting with the Grievance Committee during the Stewards' regular working hours on Company property, or respond in writing at his option, not later than five (5) working days after he has received, or ought to have received, the grievance.

Section 10.3

No individual employee may adjust, settle or withdraw a formal Grievance presented on his behalf by the Union. The Union retains sole authority to adjust, settle or withdraw Grievances.

Section 10.4

In the event that the matter has not been settled, either Party may, within fifteen (15) working days following the aforesaid meeting or written reply, refer the matter to arbitration by giving the other Party a written Notice of its intention to proceed, and this Notice will state the specific matter to be dealt with at arbitration, and the specific relief sought by the Party. The Parties will establish a list of four (4) mutually agreed upon arbitrators who will be utilized on a scheduled,

rotating basis for resolving issues and problems. Should the Parties fail to agree upon a list of arbitrators, either Party may make a written request to the Minister to appoint an arbitrator.

Section 10.5

The Arbitrator will be appointed within five (5) working days of written notification. The cost of use of an arbitrator will be shared equally by both Parties.

Section 10.6

The Arbitrator will consider forthwith and determine the matters at issue which have been submitted to him for disposal, and the decision of the Arbitrator shall be final and binding on all parties concerned.

Section 10.7

No person shall be appointed as an arbitrator who has been involved in any matter concerning industrial relations between the Company and the Union, save as an arbitrator, or who has acted as a paid agent, attorney or solicitor for either Party.

Section 10.8

No matter will be submitted to an arbitrator or board of arbitration which has not been properly carried through the previous Steps of the Grievance Procedure in accordance with this Agreement.

Section 10.9

The Arbitrator will not make any decision inconsistent with this Agreement, not alter or amend any part of the Agreement.

Section 10.10

When an employee has been found to have been unjustly dealt with, the Arbitrator will have the power to order reinstatement with or without compensation as he sees fit.

Section 10.11

Arbitration hearings will be open to all members of the bargaining unit whom the Union requires present.

Section 10.12

In the event that either the Company or the Union wishes to present a policy Grievance alleging a violation of this Agreement, such Grievance must be presented in writing within seven (7) working days after the occurrence of the matter or matters complained of. If the Union files such a Grievance, it shall be done by the Chief Steward submitting a statement of the claim to the Terminal Manager who shall answer same in writing within four (4) working days and the other Step in the Grievance Procedure as outlined above will then apply. If the Company files such a Grievance, it shall be done by the Terminal Manager submitting a written statement of the Grievance to the Chief Steward of the Union. The Chief Steward shall answer the Grievance in writing within four (4) working days and if the matter is not settled, there will be a meeting between the Union Grievance Committee and Management within seven (7) working days after the Chief Steward has submitted his answer. The referral of any matter to arbitration shall then follow the other terms set forth in this Agreement.

Section 10.13

All time limits specified herein for the grievance and arbitration Procedures may be extended by mutual agreement only, confirmed in writing. In particular, it is recognized that when a person who is involved in the adjustment or settlement of a Grievance is not available due to absence from his home terminal, or when it is necessary to transfer grievance documents from one terminal to another, then the Parties shall co-operate to provide a reasonable extension of a specified time limit for the presentation, processing, or discussion of a Grievance.

Section 10.14

Grievances involving wages or other monies settled in favour of the employee will be paid within ten (10) calendar days of settlement.

ARTICLE 11 - ADMINISTRATION AND DISCHARGE OF DISCIPLINE

Section 11.1

It is agreed that whenever an employee is to be discharged or disciplined, a hearing will be held as soon as possible, but not later than forty-five (45) days after the occurrence giving rise to the discipline or discharge becomes known to the Company. When the nature of the alleged offence is one for which dismissal is contemplated, an employee may be suspended pending investigation of the

matter for up to five (5) working days. During this time he shall be given one (1) working day's notice, in writing of the hearing for investigation of his case and the statement of charges against him.

The employee concerned shall have the assistance of Union representation for the purpose of any investigation or **meeting** with the Company. The decision of the **investigation must** be rendered within five (5) working days after the completion of the investigation, and the holding of any meetings **between** the parties.

Section 11.2

In **cases** of minor **discipline**, which shall be interpreted to mean all **cases** in which other than **dismissal** is contemplated, **no discipline** will be imposed involving **loss** of wages until the employee **has** received a written Notice of Intents and Charges, and is given three (3) working days in which to elect a hearing, He may **make** such a request in writing through his union Steward. Copies of written Notices of hearings, intents and charges will **be provided** the Chief Steward.

The employee concerned shall have the assistance of Union representation for the purpose of **any investigation or meeting** with the **Company**. The decision of the **investigation must** be rendered within five (5) working days after the completion of the investigation, and the holding of any meetings between the parties.

Section 11.3

Any discipline assessed will be imposed without delay.

Discipline assessed for **absenteeism** or tardiness will be imposed the **next** regular shift following the rendering of the **decision**. The employee will **not be called into** the work place and **sent** home for **absenteeism or** tardiness that day.

Section 11.4

Hearings will be **held during** the employee's regular hours **of work**.

Section 11.5

The Company **recognizes** the need to **treat** employees **equitably** and with consistency across the bargaining unit.

In order to allow the Union to monitor the discipline of employees **for** absenteeism and tardiness, the Company will provide the Union with a print-out of attendance

variances of each calendar month not later than the fifteenth (15th) day of the following month.

Section 11.6

Extensions of time limits must be agreed, in writing.

Section 11.7

Any formal entry that relates to an employee's conduct, and which could be ~~used~~ for the purpose of administration of discipline, **will** be placed in the employee's file for a period of ~~two~~ (2) years, **and** then removed. A copy of all such entries or documents will be given to the employee and to the Chief Steward at the time the entry or document **is** placed in the **file**, and both ~~the~~ employee and the Chief Steward will be required to acknowledge receipt of same. No entry will be placed in an employee's file later than forty-five (45) calendar days after the occurrence giving rise to the entry, or later than forty-five (45) calendar days after the Company knows, or ought to have known, of the occurrence.

No entry **will** be valid for disciplinary purposes where the employee and the Union both were ~~no~~ not notified of it at the time it was placed in the employee's **file**.

Signature ~~for~~ receipt of a copy of an entry into a personnel file by the Chief Steward or an **employee** will **be** deemed to be without prejudice to the Union's right to dispute the entry.

Recordings of instances of absence prior to an employee's transfer to full-time ~~status~~ from part-time ~~status~~ **will** be removed from the employee's file and his record **will** be made whole in this respect to the date of transfer. This provision does not apply to an employee ~~who~~ has transferred voluntarily from full-time ~~status~~ to part-time status previously.

Progressive discipline for absenteeism shall not involve absences joined by a single instance of illness or where due to a recurrence of a long-term malady, except as a single instance of absence.

An instance of absence is defined as a day, ~~or~~ days running successively, ~~or~~ days while not running successively are joined by a common illness or cause for absence.

Section 11.8

A grievance concerning the discipline of an employee will be processed commencing with Step Two of the Grievance Procedure within ten (10) calendar days of the date the employee is notified of the discipline.

Section 11.9

An employee called into the Company's office for any discussion that may result in any disciplinary action or a grievance will be accompanied by a Steward of Union representative.

Section 11.10

The Union shall have the right to challenge any dismissal, and any such challenge shall be submitted in writing within ten (10) calendar days of **dismissal**, otherwise the dismissal shall be presumed to have been made for just cause.

ARTICLE 12 - SENIORITY, STAFF REDUCTIONS, PART-TIME HELP, VACANT POSITIONS

Section 12.1

Each of the **parties** hereto recognizes that employees are entitled to an equitable measure of security based upon length of service. The term "seniority" shall be considered to mean length of **contunuous** service within the jurisdiction of this Agreement.

Section 12.2

An employee entering service shall be considered to be on probation until he has completed forty-five (45) days of work with the Company. **Seniority** will be based on the date of entering service should the **employee be found satisfactory**. **If the** employee is found unsatisfactory in the opinion of the Company, during **the** probationary period, he will be retired from service and such retirement will not constitute grounds for a grievance. **It is** understood that the probationary period **will** in no case prevent the Company from dismissing an employee for falsification of records.

For the purposes of this Section, the phrase "falsification of records" shall refer to the employment Application Form only.

The right of dismissal for misrepresentation is not considered to survive the probationary period.

Notwithstanding the immediate foregoing, all employees must be **bondable**.

For the purposes of this Section a day of work is defined as a day on which the employee is entitled to wages, or pay for an **observed** holiday of Schedule 2 of this Agreement.

Section 12.3

The seniority lists will **show** the employee's name, classification and latest date of entry into service within the jurisdiction of this Agreement, and **will** be revised and **posted** four times each year, during the first week of **each of** the months of February, May, August and November, and will be **open** to correction for a period of thirty (30) calendar days from the date of posting. Upon **presentation** of proof of error, by the employee's representative, correction will be made to the list and to the Company's electronic records within thirty-six (36) hours.

The Company will maintain **one** seniority list for **part-time** employees and one seniority list for **full-time** employees.

Where a full-time employee is laid off, whether working part-time or not, the full-time seniority list **will show** for twelve (12) months only his name and latest date of entry into service as a full-time employee.

Where a full-time employee is not **recalled** to work on a full-time basis within one (1) year from the date of his last day of full-time employment prior to the **lay-off**, he **will be transferred to part-time status** and listed on the part-time seniority list. He will be **given credit** in his seniority for his **continuous service on part-time** and full-time bases, **notwithstanding** any other clause in this Agreement.

Section 12.4

An employee **will** lose his seniority rights and his name **will be removed** from **all** seniority **lists** for any of the **following** reasons:

- (a) the employee **voluntarily** quits his employment;
- (b) the **employee** is discharged and not reinstated pursuant to **the provisions of the Grievance Procedure herein**;
- (c) the employee overstays a **leave** of absence granted by the **without** reasonable excuse;

- (d) the employee is laid off and fails to return to work, or to give satisfactory reasons for failing to do so, within seven (7) working days after he has been notified to do so, by telephone or registered mail, it being the employee's responsibility to keep the Company informed of his current telephone number and mail address, from time to time;
- (e) the employee is not recalled to work within one (1) year from the last day of work prior to the lay-off;
- (f) the employee is absent from work for three (3) consecutive working days without leave, or without supplying the Company a justifiable reason for his absence upon his return;
- (g) the employee remains outside of the bargaining unit for a period longer than six (6) months; or
- (h) the employee accepts other employment during any leave of absence granted by the Company.

Section 12.5

In the event that an employee covered by the terms of this Agreement is transferred to a position outside the bargaining unit, and for any reason is returned to a position within the bargaining unit within the following period of six (6) months, he will retain the seniority he previously acquired and be given credit in his seniority for the period spent outside the bargaining unit.

When being returned to the bargaining unit the employee will not be allowed to bump or displace another employee, and will be required to bid for any bulletined vacancy.

Section 12.6

Where a full-time employee elects to transfer to part-time status he will be allowed to do so, will be given credit in his seniority for his continuous service on part-time and full-time bases, and will be entitled to the part-time rate of pay, upon good and proper cause being shown.

Section 12.7

Where two or more full-time employees have entered service on a full-time basis on the same day, and are listed on the full-time seniority listing with the same seniority date, any preference to be accorded on the basis of seniority will be decided with reference to their respective lengths of continuous service with the

Company on both full-time and part-time bases, the employee with the longest service being given preference in the decision.

Where the length of continuous service on full-time and part-time bases of two or more employees is equal, any preference to be accorded on the basis of seniority will be decided with reference to their respective ages, the older man being given preference.

Section 12.8

Full-time employees are deemed to be senior to part-time employees.

Section 12.2

When reducing forces, senior employees covered by the terms of this Agreement with sufficient qualifications to perform the required work will be retained.

In the event of a reduction of the work force, the employee displaced either directly or as a result of "bumping", will be given the opportunity to demonstrate his qualifications (ability) to perform the work of any other job classification. In order that his seniority may operate to allow him to remain working the shift to which he has been regularly posted, the term "shift" being defined in Schedule II of this Agreement.

Where qualifications are disputed by the Company, the employee will be given the opportunity to demonstrate his ability. The Company shall exercise its discretion reasonably.

Section 12.10

The Local President and the Local Chairman (Chief Steward) will be the last persons laid off and the first persons recalled.

Section 12.13

In the event of a reduction of the work force within the bargaining unit, the Company will apply the principle of "last on - first off" providing the employee(s) is/are qualified to perform the available work. When recalling employees, the Company shall recall them in reverse order to that in which they were laid off, providing they have the necessary qualifications to perform the work.

Where qualifications are disputed by the Company, the employee will be given the opportunity to demonstrate his **ability**. The Company shall exercise **its** discretion reasonably.

There **will** be no **lay-off** effected where the employee and **the** Union have not been notified three (3) working days in advance of the **lay-off** taking effect. A copy **of** the **lay-off** Notice shall be posted in a conspicuous place by the Company at the time of issue. Such Notice shall be posted only in the terminal effected.

No Notice of lay-off will have force or effect that does not include the wording spelled out in Letter of Understanding B attached to this Agreement.

In order to allow a **laid-off** employee to register with the Unemployment insurance Commission the Company will issue a completed Record of Employment (ROE) within seven (7) calendar days of the day the **lay-off** takes effect.

Section 12.14

In the event of a reduction of the work **force**, the employee displaced either directly or as a result of "bumping", who **elects** to accept a **lay-off**, **will** be returned to the work **force** by **recall** or by a successful bid for a bulletined vacant position. The employee who accepts a lay-off forfeits any bumping **rights** triggered by the **staff** reductions.

In the case of staff reductions, regular employees **will** have the right to employment as part-time employees and such **status will** not effect their **recall** rights under **the terms of this** Agreement. Regular employees electing part-time work will be compensated at their regular scheduled rates **of** pay for time worked, and will **be entitled** to early **start** and late finish times on a part-time shift.

The forty (40) hours of pay guarantee provisions will not apply during **the staff-**reduction period of Section 12.14 if **an** employee elects part-time work. Established positions will not be discontinued for the purpose of avoiding **the** forty-hour pay guarantee, or to employ regular employees as part-time **help**.

Section 12.15

Newly-created permanent **positions**, and newly-created vacancies in permanent positions, known to be **of** more than thirty (30) calendar days duration will be bulletined for seven (7) calendar days. Within the seven (7) days, the senior qualified applicant will be **required** to **fill** such position. A copy of each bulletin will be furnished the Chief Steward.

Newly-created temporary positions, and newly-created temporary vacancies in permanent positions, known to be of thirty (30) or fewer days' duration will be bulletined for three (3) calendar days, at the end of which period the senior qualified applicant will be awarded the position. The successful applicant will be given three (3) days' advance notice in writing of the abolishment of the temporary position or the end of the temporary vacancy where the bulletin did not specify commencement and termination dates. At the end of the Notice period the employee will be returned directly to the position he occupied prior to the temporary posting, which position will not be discontinued or bulletined in the interim except as a temporary vacancy.

A position that remains vacant for longer than thirty (30) days will be deemed to have been discontinued.

Where qualifications are disputed by the Company, the employee will be given the opportunity to demonstrate his ability. The Company shall exercise its discretion reasonably.

Section 12.16

The employee who is absent from work due to an injury or condition for which lost time is compensable under the Workplace Safety Insurance Act (formerly the Workers' Compensation Act), or other illness or disability, or is absent on vacation or with leave, will be entitled to bid for any bulletined vacant position. Where he is the senior qualified applicant he will be awarded the position, which position will be deemed to be temporarily vacant until the employee's return to full duties. An employee who temporarily fills the position will be returned directly to the position he occupied prior to the temporary posting, which position will not be discontinued or bulletined in the Interim, except as a temporary vacancy.

An employee who is absent from work for any reason set above in this Section will be subject to bumping and will have normal bumping rights under staff reductions. The position into which the employee bumps will be deemed to be temporarily vacant until he returns to full duties.

Section 12.17

The Union and the Company recognize that part-time employees have sought employment on a part-time basis for supplemental income, not a living wage, and ordinarily have other, primary sources of income. The Company will not require any part-time employee to report for work more than four (4) times in the week.

Part-time help will be employees of the Company and utilized to replace regular employees who are not available for work, or when there is an increase in freight in any one day, but shall not be help used to circumvent the hiring of full-time (regular) employees or replacing same with part-time help under staff reductions.

There will be two (2) classifications of part-time help: regularly-scheduled and call-in.

The Company will maintain a separate seniority listing of all part-time employees classified as regularly-scheduled and call-in.

Part-time employees will not work in excess of six (6) hours per day or thirty (30) hours in the week.

No part-time employee will be allowed to start work more than five (5) times during the week. Notwithstanding this prohibition, where a part-time employee starts work six (6) times he will be entitled to the overtime premium rate of pay applicable for all hours worked in the week subsequent to the sixth (6th) start time.

There will be a maximum of two (2) named regular starting times for part-time employees at any terminal, which will be separated by not less than eight (8) hours. There will be no placement of part-time shifts back to back so as to run continuous. A part-time shift is not more than six (6) hours in duration. Part-time employees may be assigned various start times during the part-time shift but no part-time employee will be allowed to work past the sixth (6th) hour of a part-time shift. Time worked by a part-time employee outside of a regular part-time shift will be compensated at the applicable overtime rate of pay.

The employment of persons on a part-time basis will cease at any terminal where a full-time employee is being offered less than thirty (30) hours of work in any one week.

The total of hours worked on a part-time basis, regardless of rates of pay or employment status, in any week, at the following terminals will not exceed the following respective percentages of hours worked on a full-time basis at those terminals, except by the number of hours worked filling temporary vacancies in full-time positions that are due to vacation absences only of full-time employees:

Toronto	-	20%
Windsor	-	20%
London	-	25%
Ottawa	-	35%

Kitchener	-	50%
Sudbury	-	100%

The Union will have timely access to the Company's time card records for verification of compliance with this Section.

A part-time employee who works in excess of thirty (30) hours, inclusive of overtime, in one week, will be deemed to have been a full-time employee during that week for the purposes of determining rate of pay and overtime premium.

To facilitate the administration and policing of this Section all part-time employees will be required to clock in and clock out by punch clock.

Notwithstanding the prohibition against part-time employees working in excess of thirty (30) hours in the week, where a part-time employee does work more than thirty (30) hours in four (4) out of seven (7) consecutive weeks, exclusive of hours filling a temporary vacancy in a full-time position that is due to the vacation absence only of a full-time employee or that is due to the temporary posting of a full-time employee to a temporary vacancy in a full-time position that is due to the vacation absence only of a full-time employee, a part-time employee will be transferred to full-time status. For the purposes of this Section, a part-time employee will be deemed to have worked on a General Holiday, the number of hours being the average of his daily hours of work the twenty (20) days he worked immediately preceding the General Holiday.

The Company will rely solely upon full-time employees in the operation of fork lift and shunt equipment on straight-time and overtime bases at the Toronto terminal, and will call in full-time employees on the following adjoining shift in the attempt to meet its staffing requirements. At the terminals in Windsor, London, Kitchener, Ottawa, and Sudbury the Company may rely upon full-time employees in the operation of fork lift and shunt equipment on straight-time and overtime bases wherever practicable before utilizing part-time employees in the operation of this equipment. Notwithstanding this provision, the Company will utilize qualified part-time employees to operate fork lift equipment where it is required to replace full-time hours due to absenteeism. Where time lost by a full-time employee is due to absenteeism, the Company may offer the assignment of the lift truck operator duties to qualified part-time employees, in which case the offer will be made on an overall seniority basis but the Company will not assign shunter duties to part-time employees. A part-time employee who accepts this assignment of lift truck operator duties at any time during a shift will be entitled to the applicable full-time rate of pay and shift premium for all compensated hours during the shift as this term is defined in Schedule 1 of this Agreement, and he/she will be the part-time

employee designated to perform the lift truck operator duties of the absent full-time employee during the regularly assigned hours of the absent employee. The Company will ensure that the number of part-time employees so designated during a particular shift does not exceed the number of full-time employees absent on that shift. Where any part-time employee or combination of part-time employees works at any full-time rate of pay or combination of full-time rates of pay for a period exceeding thirty (30) calendar days the seniormost part-time employee having been compensated at a full-time rate of pay during that period of time will be entitled to the group insurance benefit described in Schedule 3 of this Agreement effective as of the thirty-first (31st) day and will remain entitled until the day when no part-time employee is being compensated at a full-time rate of pay at any time on any shift. A part-time employee designated to perform the lift truck duties of an absent full-time employee and who does not perform these duties pursuant to an award of a temporary vacancy in a full-time position that is due to a vacation absence of a full-time employee is deemed to be a part-time employee for all purposes save entitlement to rates of pay and overtime premium, which will be the applicable rates for full-time employees, for all compensated hours. For the purposes of the administration of this provision, absenteeism is defined as being absent from work by full-time employees without prior leave to be absent having been granted by the Company.

Where time lost by a full-time employee due to a vacation absence only is to be replaced in whole or in part it is to be posted as a temporary vacancy in a full-time position pursuant to Section 12.15 of this Agreement. Where no qualified full-time employee bids for the position the Company may award the position to a qualified part-time employee, in which case the award will be made on an overall seniority basis. Where the position is filled by a part-time employee he will be entitled to the applicable full-time rate of pay and shift premium. Where the part-time employee works at any full-time rate of pay or combination of full-time rates of pay for a period exceeding thirty (30) calendar days he will be entitled to the group insurance benefit described in Schedule 3 of this Agreement effective as of the thirty-first (31st) day. Qualified part-time employees may be assigned lift truck operator duties when working at a full-time rate of pay but will not be assigned shunter duties. Part-time employees are deemed to be full-time employees for all other purposes during the period of posting to a temporary position due to a scheduled vacation absence of a full-time employee excepting in the application of Section 12.8, under which they will be part-time employees. For the purpose of calculating Regular Holiday pay the provisions of Schedule 2 relating to part-time employees apply.

A regularly-scheduled part-time employee who reports for work at his assigned start time will be entitled to pay as of his scheduled start time.

Part-time employees with a minimum of one (1) year's seniority and who have worked not less than seven hundred and fifty (750) hours during the previous three hundred and sixty-five (365) days will be the preferred hiring pool for full-time employees, out of which regular employees will be hired on the basis of seniority.

Section 12.18

Any employee whose position is abolished or who is displaced (bumped) from his position shall have the right to exercise his overall seniority to any position for which he is qualified. He will bump the most senior man in the position of choice who is junior to him.

A Steward will be present in the Company's offices at the time the employee exercises his bumping rights.

The foregoing notwithstanding, newly-created positions and newly-created vacancies in permanent positions will be bulletened as per Section 12.15.

Where qualifications are disputed by the Company, the employee will be given the opportunity to demonstrate his ability. The Company shall exercise its discretion reasonably.

Section 12.19

In the event that an employee's hours of work are changed by more than two (2) hours, the employee will have the right to exercise his overall seniority to any position for which he is qualified. It is further agreed that any change in hours will be within the confines of the established shift hours in Schedule I -

Section 12.20

Part-time employees will be given, in order of seniority, preference over new-hires (part-time) in the assignment of days of work and start times.

Whenever part-time employees assigned the same start time are to be sent home at different times during their shift for lack of work, the Company will retire them in reverse order of seniority, sending the junior man home first and the senior man home last, except where a part-time employee has worked the maximum of thirty (30) hours in the week, in which case he will be sent home immediately.

ARTICLE 13 - LEAVES OF ABSENCE

Section 13.1

Employees who have completed one (1) full year of continuous service on part-time and/or full-time bases will be granted leaves of absence of up to ninety (90) days' duration, without pay, without loss of seniority, **upon good and proper** cause being shown.

Employees who have completed one (1) full year of continuous service on part-time and/or **full-time** bases will be granted extended leaves of absence in excess of ninety (90) days' duration, without pay, without loss of seniority, **solely** at the discretion of the Company. The Company will exercise its discretion reasonably.

It is understood that the provisions of this Agreement respecting health and welfare insurance benefit shall not apply to employees on extended leaves of absence.

The employee will not be required or requested to **take** a leave of absence that is longer in duration (number of days) **than** the period he requests.

Section 13.2

Employees on extended **leaves** of absence, which will be granted in writing, will be returned to employment according to the written terms of such **leaves**.

Section 13.3

Information concerning extended **leaves of absence** granted pursuant to this Article will be provided to the Union. It is understood that any **abuse** of such leaves of absence may result in discipline or dismissal.

Section 13.4

Leaves of absence, **without** pay, without **loss of seniority**, will be granted to employees appointed as delegates to attend conventions of the Union, upon written request from the Union for such leaves, which leaves will be limited to **two** (2) employees on no more than two (2) occasions in a twelve (12) month period.

Leaves of absence, without pay, without loss of seniority, to attend labour schools will be granted to a limited number of employees upon sufficient prior notice being given to the Company, and provided that such leaves do not unreasonably interfere with the operations of the Company.

Section 13.5

The Company agrees to pay into a special fund three cents (**\$0.03**) per hour per employee for all compensated hours for the purpose of providing paid education leave (PEL). Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of trade union functions. Such monies are 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:

C.A.W. Paid Education Leave Program
205 Placer Court
Willowdale, Ontario,
M2H 3H9

The Company will provide the Union Local with a statement of contributions at the times of remittance in which it will set out the number of hours worked by each employee in the bargaining unit in each week of the contribution base period.

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 (12) month period from the first day of an employee's initial leave. Employees on such leaves of absence will continue to accrue seniority and be entitled to all benefits during such leaves. Leaves of absence provided for in this **Section** are in addition to the leaves of absence for the purpose of attending labour schools provided for in Section 13.4.

Section 13.6

Leaves of absence, without pay, without loss of seniority, will be granted Union Local officers and representatives for the conduct of Union business, upon sufficient prior notice being given to the Company, by the Union Local **President**, and provided that such leaves do not unreasonably interfere with the operations of the Company. It is agreed that the absence of three (3) employees from the Toronto terminal, and the absence of one (1) employee from each of the remaining terminals, do not unreasonably interfere with the operations of the Company. It is further agreed that one (1) week's notice is sufficient, but that the notice period may be shorter at the discretion of the **Company**.

Lost time for Union **business** will be paid by the Company and the Company will bill the Union for the wages and payroll taxes involved.

Employees **will** not be dismissed, disciplined or penalized for absenting themselves from the work place in accordance with this Section.

ARTICLE 14 - SOCIAL JUSTICE FUND

Section 14.1

The Company agrees to pay into a special fund one cent (\$0.01) per hour per employee for **all** compensated **hours** for the purpose of contributing to **the C.A.W. Social Justice Fund**. The fund is a registered non-profit charity that contributes to Canadian and **international** non-partisan, non-governmental relief and development organizations. Such monies are to be paid on a quarterly basis into the fund established by its Board of Directors and sent by the Company to the following address:

C.A.W. Social Justice Fund
205 Placer Court
Willowdale, Ontario
M2H 3H9

ARTICLE 15 - SCHEDULES

Section 15.1

Attached hereto and forming part of this Agreement are the following Schedules:

1. **Hours of Work, Rates of Pay, and Overtime**
2. **Vacations with Pay, and Recognized Holidays**
3. **Employee Benefits**
4. **Other Working Conditions, and General Provisions**

ARTICLE 16 - DURATION

Section 16.1

Notice that either Party wishes to renew, revise or terminate this Agreement may be given only within a period of sixty (60) days prior to its date of termination.

Where the notifying party indicates a desire for revisions, details of such revisions will accompany the Notice. It is understood that following such Notice, either Party may bring forward counter-proposals arising out of, or related to, the original proposals, as new proposals considered necessary.

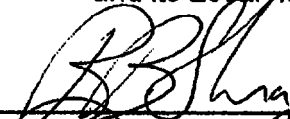
Section 16.2


The term of this Agreement will be from March 1st, 1999 to February 28, 2002.

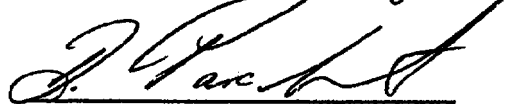
The following signatures are those of the authorized representatives of the Parties.

Xepa Transport Ltd.

National Automobile, Aerospace
Transportation and General
Workers Union (CAW - Canada)
and its Local 4518







SCHEDULE 1

HOURS OF WORK, RATES OF PAY, OVERTIME

HOURS OF WORK:

Warehousemen, Shunters and Maintenance Men:

The hours of work for full-time employees will be eight (8) per day for the five (5) consecutive days in the week.

The hours of work for part-time employees will not be in excess of six (6) per day for not more than five (5) days in the week.

Overtime - Warehousemen, Shunters and Maintenance Men:

The Company agrees to pay all time worked by a full-time employee in excess of eight (8) hours per day and forty (40) hours in the week, and all time worked by a part-time employee in excess of six (6) hours per day, and all time worked by a full-time employee outside of his regular hours of work, and all time worked by a part-time employee outside of a part-time shift, and all time worked by a part-time employee in the week subsequent to his sixth (6th) start in that week, at an overtime premium rate calculated at one and one-half (1.5) times the applicable straight-time rate of pay. An employee requested to work on a Saturday will be paid at one and one-half (1.5) times the applicable straight-time rate of pay, except where the employee's regular work week includes a Saturday shift. An employee requested to work on a Sunday will be paid at two (2) times the applicable straight-time rate of pay, except where the employee's regular work week includes a Sunday shift.

Notwithstanding the immediate foregoing overtime provision, a part-time employee will be entitled to the applicable overtime premium rate of pay for all time worked in excess of eight (8) hours per day and forty (40) hours in the week where he is posted to a temporary vacancy in a full-time position that is due to the vacation absence only of a full-time employee, or that is due to the temporary posting of a full-time employee to a temporary vacancy in a full-time position that is due to the vacation absence only of a full-time employee.

Overtime work will be allocated to the employees normally performing the required work where the extra work is involved; however, should the overtime work be of such a general nature that does not involve any particular employee, such work will be allocated to employees qualified to perform the work, on the basis of

seniority. Preference in the assignment of overtime work will be given to those employees whose regular hours of work run continuous with the time of the extra work. Advance notice requirements for lay-off (Section 12.13) apply to any change in regular working hours.

There will be no split shift adopted to avoid the payment of overtime premium rates. Irregular assignments may be made to meet customer requirements; however, the foregoing overtime provisions will apply.

No employee will be given preference, due to his seniority, in the allocation of work on an overtime basis during his scheduled vacation period, except where the Company first has offered the work to all full-time employees not on vacation. For the purposes of this provision, the vacation period is deemed to be the first and last regularly-assigned shifts for which the employee has leave to be absent on vacation, and the period intervening between these shifts.

All overtime work is voluntary.

Time worked in excess of assigned hours will be calculated to the nearest quarter of an hour each day. No overtime will be allowed for less than eight (8) minutes, Eight (8) minutes, or twenty-three (23) minutes will be allowed as one quarter-hour, one half-hour, etc.

SHIFTS, AND SHIFT II

Shifts:

Day shift:	commences between 6:00 a.m. and 2:00 p.m.
Afternoon shift:	commences between 2:00 p.m. and 10:00 p.m.
Night shift:	commences between 10:00 p.m. and 6:00 a.m.

Shift Premium:

Full-time employees working the afternoon shift and night shift will receive shift premiums as detailed below, for each hour worked until the completion of their shifts. Overtime premiums will not be calculated on shift premiums.

Afternoon shift:	\$0.35	Night shift	\$0.50
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RATES OF PAY:

Effective dates:	01/03/99	01/03/00	01/03/01
Classification:			
Warehouse	\$16.62	\$16.97	\$17.32
Lead Hand	17.14	17.49	17.84
Lift Truck Op.	16.82	17.17	17.52
Shunter	16.82	17.17	17.52
Maintenance Man	18.80	19.15	19.50
Whse. P.T.- RegScheduled	11.02	11.37	11.72
Whse.P.T. - Call-in	11.02	11.37	11.72

Red-Circled Employees:

Employees previously employed by the Company as drivers and currently receiving a driver's rate of pay as per the Collective Agreement which expired February 28, 1999 shall be entitled to the following rates:

Effective, dates:	01/03/99	01/03/00	01/03/01
	\$17.24	\$17.24	\$17.52

These employees will receive a prepayment (\$728.00) of the second year's wage increase on March 01, 2000, and a prepayment (\$145.60) of the amount of the third year's wage increase not incorporated into the year three wage rate, on March 01, 2001.

No other rate of pay will be established during the term of this Agreement, except by agreement between the Parties.

SIGNING BONUS:

Upon ratification of this Agreement there will be a one-time payment of two hundred dollars (\$200.00) to each full-time employee, and to each part-time employee entitled to wages at any time in the thirty (30) days immediately preceding the signing of this Agreement,

GUARANTEED WORK DAY:

If a full-time employee who has two (2) years' service with the Company reports for work without having been notified previously not to report for work, he **will** be given four (4) hours of work at his straight-time hourly rate, unless failure to supply work is due to weather conditions or labour disputes. Any full-time employee so effected shall take such temporary work as may be available in order to qualify for said four (4) hours of pay.

REPORTING PAY:

A part-time employee, or a full-time employee with less than two (2) years' continuous service with the Company, will be entitled to three (3) hours of pay at his regular hourly rate when he reports to work after having been called in or required to report for his regularly-scheduled shift, whether or not the employee is called upon to perform any work after so reporting. Time paid will be deemed time worked.

GUARANTEED WORK WEEK:

Full-time employees with twenty-four (24) months of service with the Company will be entitled to receive forty (40) hours of pay, including overtime during the week worked, provided that the concerned employee is available for any work that may be required.

CALL-IN FOR WORK AFTER COMPLETION OF SHIFT:

When an employee is recalled to work after having completed his shift and having punched his time card, whether he is still on the Company premises or has **left**, he will receive pay for a minimum of four (4) hours and the time worked will be calculated at his overtime premium rate.

LEAD HAND:

A Lead Hand **will** be **defined** as an employee who **may** perform bargaining unit work and direct the work of other bargaining unit members, while performing the duties of his job classification. He will not have the authority to hire **and** dismiss employees, and will be a Union member. When a lead hand is to be appointed by the Company, a bulletin will be posted, and the Lead Hand will be selected according to **qualifications** and seniority. It **will** be the responsibility of the Company to make the selection, with the proviso that where qualifications are equal in the opinion of the Company, the senior man will be awarded the position.

SCHEDULE 2

VACATION WITH PAY, AND RECOGNIZED HOLIDAYS

VACATIONS WITH PAY:

All employees with less than one (1) year of service as of June 30th will receive a vacation pay in accordance with the requirements set forth in the Canada Labour Code.

Vacation entitlement:

Years of Service	Weeks of Vacation	Vacation Pay
1	2	4%
5	3	6%
10	4	8%
25	5	10%

A full-time employee with one (1), five (5), ten (10), or twenty-five (25) years of employment as of his anniversary date, who, in any year after the first, fifth, tenth and twenty-fifth year employment severs or has severed his employment, will receive on the date of severance or as soon as possible thereafter, vacation pay computed at the rate of four per cent (4%), six per cent (6%), eight per cent (8%), or ten per cent (10%), respectively, of his earnings, accumulated and withheld by the Company.

For the purposes of determining entitlement to vacation time the employee's anniversary date is deemed to be April 14 of each year. Entitlement to vacation pay will be based on the employee's actual anniversary date.

Employees will not be allowed to waive their vacations, nor to accumulate them from year to year.

The minimum period of vacation time taken at one time will be one (1) week. Vacation time taken will be complete regular work weeks of the employee only.

The choice of vacation period will be according to seniority provided that it does not conflict with the Company's obligations to maintain an efficient work force.

A full-time employee will be entitled to disbursement of an amount of vacation pay not less than equal to forty (40) hours' wages at his rate of pay for each week of vacation time taken, until his accrued vacation pay is fully disbursed.

A part-time employee will be entitled to disbursement of an amount of vacation pay equal to not less than thirty (30) hours' wages at his rate of pay for each week of vacation time taken, until his accrued vacation pay is fully disbursed.

Vacation pay disbursed for vacation time to be taken will be disbursed no later than ten (10) days prior to the commencement of the employee's vacation. Where an employee has not received his vacation pay by his second to last regularly-assigned shift preceding his vacation, the Company will issue a manual cheque that day for the amount to which he is entitled.

VACATION LISTS:

Vacation lists will be posted not later than March 31st each year, and must be completed by employees by April 15th, and those employees who fail to indicate on the list by April 15th their preference as to their vacation period will forfeit any such preference.

The Company will complete the full-time vacation scheduling by April 20, after which date the vacation requests will be deemed to have been granted.

The Company will complete the part-time vacation scheduling by April 30, after which date the vacation requests will be deemed to have been granted.

OBSERVED HOLIDAYS:

New Year's Day, Good Friday, Victoria Day, Canada Day, Simcoe Day, Labour Day, Thanksgiving Day, day before Christmas, Christmas Day, Boxing Day, employee's birthday.

In the event that Parliament establishes Heritage Day (third monday in February of each year) as a recognized or Regular holiday, the day will be added to the above-listed holidays.

When one of the above-listed holidays falls on a saturday or Sunday, the day proclaimed will be the day observed. If no other day is proclaimed the employee will be paid the holiday pay in accordance with the Canada Labour Code.

When one of the above-listed holidays falls upon a week day (monday through friday) that is a non-working day for the employee, the employee will be given his next regularly-scheduled day off with pay.

Probationary employees will not be entitled to ~~pay~~ for a General Holiday not worked when the Holiday falls within the first thirty (30) days of employment.

A full-time employee will be paid eight (8) hours at his regular hourly rate as holiday pay for each paid holiday falling within the term of this Agreement, and a part-time employee who has worked fifteen (15) of the thirty (30) calendar days preceding the holiday will be paid the average of his daily earnings exclusive of overtime for the twenty days he has worked immediately preceding the holiday, but in no case will he be paid less than four (4) hours' pay as holiday pay for each paid holiday falling within the term of this Agreement, excepting for Christmas and New Year's Day, both of which will be paid if he works at any time during the month of December.

When an employee is required to work on a Regular Holiday by agreement between the Company and the Union, he will be paid at the overtime rate (time and one-half) for the time worked, in addition to the **Holiday** pay.

Any of the above-listed holidays, falling within an employee's annual vacation will be paid in addition to his annual vacation pay, provided the employee is available for work on his regular shift of the day immediately preceding, and of the day immediately following the vacation.

Work available on a General Holiday will be offered to employees on the basis of overall seniority.

LOST TIME AND VACATION ENTITLEMENT:

An employee who has been absent from work due to injury or illness for a continuous period equal to, or in excess of, or successive periods equal to or exceeding, his annual vacation allotment may waive his vacation.

An employee who has been absent from work for a period less than his annual vacation allotment may postpone his vacation by mutual agreement between the Company and the employee; however, such postponement shall not be in excess of ninety (90) days, nor shall the vacation be postponed beyond the end of the current vacation year.

'A YEAR:

The vacation year will be from April 15th to April 14th.

SCHEDULE 3

EMPLOYEE BENEFITS

Welfare Insurance:

It ~~is~~ agreed and understood by the Parties to this Agreement that the current group welfare insurance plan, Policy No. G-8151-001 issued by the Empire Life Insurance Company, forms part of this Agreement, and may be amended by mutual agreement between the Parties to this Agreement only, which mutual agreement will be in writing.

The costs of the benefits listed below and provided under the Empire Life Insurance Policy No. G-8151-001 will be paid entirely by the Company.

The Company shall continue to make available to regular (full-time) employees covered by this Agreement who have completed three (3) months of continuous service to the Company the benefits provided under the Empire Life Insurance Company Policy No. G-8151-001 which will include the following benefits or similar benefits as may be mutually agreed upon between the Parties to this Agreement:

Life Insurance	\$25,000.
A.D.& D.	\$25,000.
Weekly Indemnity	0-5-20, based on present UIC criteria, to a maximum of \$550./week
Major Medical	no deductible; semi-private coverage; reimbursement at 100%
Eyeglasses	no deductible; reimbursement at 100%; maximum allowable \$150.00 per employee, \$150.00 per dependent, every two (2) years

NOTE: Pharmacy dispensing fees are included in the major medical plan.

Dental Plan:

The Company shall pay the full cost of premiums to provide the following dental coverage, or shall insure (self-insure) or co-insure so as to provide the following dental coverage:

Basic Services	no deductible; reimbursement at 100% of insured charges
Major Restorative	no deductible; reimbursement at 50% of insured charges

NOTE: Basic Services and Major Restorative coverage is limited to a combined maximum benefit of \$2500. per person per calendar year.

Orthodontic	no deductible; reimbursement at 50% of insured charges; maximum benefit of \$2000. per person per calendar year, and \$2000. lifetime maximum
Dentures	no deductible; reimbursement at 100% of insured charges

NOTE: Insured charges will be in accordance with the current Ontario Dental Association fee schedule for general practitioners.

Ontario Health insurance Plan:

With respect to OHIP premiums, if the Government should reinstate the premium concept during the life of this Agreement, such premiums will be paid by the Company for all employees having attained seniority.

Canada Pension Plan:

The Company will pay the employee's contribution under the the Canada Pension Plan for all employees having attained seniority.

Pension

All regular employees having completed a minimum of two (2) years of continuous service will be eligible for a Company contribution of \$20.00 per calendar month, toward a registered retirement savings plan. Direct deposits into the employee's individual Plan that is administered by a deposit-taking institution may be arranged at the request of the employee.

SCHEDULE 4

OTHER WORKING CONDITIONS AND GENERAL PROVISIONS

Section 1

Clothing:

Warehousemen - Upon completion of two (2) years of service, the warehouseman will be entitled to a three-quarter length winter jacket, to be provided during the month of November, to be replaced every second year.

Maintenance Men, and Shunters - The Company will provide suitable outdoor winter garments to those employees whose jobs necessitate the use of same. Such garments may take the form of thermal suits (snowmobile type).

The Company shall provide suitable rain wear to those employees whose jobs necessitate the use of same, to be provided during the month of March, to be replaced every second year.

Coveralls - The Company shall provide full-time and part-time employees with two (2) pairs of coveralls each year and the Company shall bear the full cost.

At terminal locations that are not heated, employees will have the option on one (1) pair of insulated and one (1) pair of noninsulated coveralls.

Coveralls are to be provided during the month of November each year.

Gloves - The Company shall provide work gloves to all employees. When an employee requires a replacement pair, he will be required to return a used pair.

The Company shall provide insulated work gloves during the winter months (November 1st to March 31st) to employees working terminals that are without heat.

NOTE: All clothing items provided will be of acceptable quality. Coveralls and outer wear will be provided no later than November 15 of the years of eligibility.

Safety Shoes - The Company shall contribute a total of one hundred and twenty-five dollars (\$125.00) toward the cost of safety shoes for full-time and part-time employees who have two (2) years of continuous service with the Company, every calendar year. Part-time employees must have worked at least seven hundred and fifty (750) hours in the preceding calendar year to be entitled to the safety shoe allowance. **[see Section 24 of this Schedule re: insulated safety footwear allowance at unheated terminals]**

Section 2

Equipment:

- (a) The Company and the Union recognize the importance of promoting safe working conditions, and the ~~safe~~ handling of equipment at ~~all~~ times;
- (b) It is understood that there is a specific obligation on the part of the employee to report to the Company immediately an accident involving a Company vehicle, or any loss or damage to cargo:
- (c) In the event an employee alleges the existence of an unsafe practice or an unsafe condition, the employee has an obligation to report such practice or condition to the Company immediately. The matter may be grieved if it is not **rectified** satisfactorily within a reasonable time;
- (d) The **Company** will closely **supervise** the the operation of ~~fork lift~~ equipment to ensure it ~~is~~ operated safely and in compliance with Part II of the Canada Labour Code.

Section 3

Credit Union:

It ~~is~~ agreed that the Company **will** make deductions from the individual employee's pay cheques ~~at~~ the direction of the employee, and will **forward** these deductions to a Credit Union or Bank as mutually agreed upon.

Section 4

Medical Examination:

Employees returning from an illness, or illnesses, may be required by the Company to submit a medical report prepared by the attending physician, stating current condition and ability to perform the normal work. Should the Provincial health expenses coverage cease to pay for examinations or reports by physicians, as may be required by the Company, at any time during the term of this Agreement, the Company shall bear the costs incurred by the employee in meeting such requirement. Should the Company desire a second or confirming opinion, such medical examination will be at the Company's expense.

The Parties to this Agreement recognize the importance of confidentiality of health information and access by employees to their own health information. To this end the following shall apply:

- (a) An employee has the right of access to all of his health information including a right to request that corrections be made, if necessary, or a notation of the objection be included in his file:
- (b) Examinations and fitness for work:
 - Whenever the employee is requested or required to undergo a medical examination, the choice of physician is up to the employee and the only information that will be given to the Company will be whether or not the employee is fit for the job;
 - When the examination occurs during the employee's regular working hours, he will be paid for all lost time;
 - if the examination finds that the employee is fit for the job but with certain limitations, these limitations must be stated without disclosing the reasons for the limitations, for example, "unable to lift loads above 10 kilograms", or "limited climbing or bending";
 - The Company will provide a job description to the examining physician so that he will be aware of the fitness requirements of the position, and a copy of the job description will be given to the employee;
 - The employee will receive a copy of the examining physician's record of the examination;

- Where the recommendation is that the employee is not fit for the position, an explanation of the recommendation indicating the reasons will be given to the employee by the physician making the examination if so requested;
- a medical examination required by Federal or Provincial legislation will be undertaken promptly by the employee, provided the Company pays for such examination:
- the Company will not require or request any employee to undergo drug or alcohol testing. There will be no testing for drugs or alcohol whether with the employee's consent or without.

Employment of Disabled Persons:

The Company agrees that where reasonably possible it will offer every disabled employee a suitable job upon the employee's return to work, which shall continue as long as the disability lasts and shall do so according to the following process:

- (a) The Company shall modify the employee's job to accommodate the the employee's disability;
- (b) Where it is reasonable to assert that it is physically or technically impossible or financially prohibitive, or not in the best interest of the employee to modify the employee's job, the Company shall offer the employee an alternate or modified alternate job within the bargaining unit considered suitable by the Union and the employee;
- (c) Where it is reasonable to assert that reduced hours are in the best interest of the employee, the employer shall accommodate the reduced hours of work modification with a Letter of Understanding pertaining to the employee. Wage replacement benefits for the time not worked may be paid by the Workplace Safety and Insurance Board (formerly the Workers' Compensation Board) or by the insurance carrier, but in no case shall the employee receive less income than the applicable benefit level;
- (d) Where it is reasonable to assert that a modified job classification is in the best interest of the employee, the Company shall accommodate the change to the job classification where reasonably possible, with a Letter of Understanding pertaining to the employee;
- (e) The seniority provisions of the Collective Agreement such as the job posting procedure shall be set aside to accommodate the disabled employee only if the Union agrees. The lay-off and recall provisions of the

Collective Agreement, however, shall apply in the same manner as if the person had not been disabled.

Section 5

Bereavement Leave with Pay:

In the event of a death within the immediate family (ie: mother, father, brother, sister, spouse, children, father-in-law, mother-in-law; grandparents, grandparents of spouse), or any relative permanently residing with the employee, the Company shall grant time off with pay up to a maximum of three (3) working days where the employee has completed the probationary period and is working on either a full-time or regularly-scheduled part-time basis.

A part-time employee will be entitled to the average of his daily earnings exclusive of overtime for the twenty (20) days he has worked immediately preceding the first day of bereavement leave each day of the leave, but in no case will he be entitled to less than four (4) hours' pay each day of the leave.

For the purposes of this provision, the spousal and parent-in-law status shall apply to the respective relationships of marriages at common law.

Section 6

Jury Duty:

When the employee is called for jury duty, or related duty, on his regular working day, the Company shall pay the equivalent of an eight-hour (8-hr.) day at his straight-time rate, less the amount received for jury duty pay. Time paid will be considered time worked.

It is understood, in the application of this provision, that if a day-shift employee is released from jury duty prior to four (4) hours before the end of his regular shift, he shall report for work as soon as possible to be entitled to this pay. A night-shift employee serving a full day on jury duty or related duty will receive the pay without being required to report for work the night of that day. A night-shift employee who is released from jury duty prior to 12:00 noon shall report for work at his normal shift of that day.

This provision applies to full-time employees only.

Section 7

Meal and Coffee Breaks:

Full-time and part-time employees are entitled to a lunch period. It is agreed that the normal lunch period **will** not be considered time worked, and must be taken between the third (3rd) and sixth (~~6th~~) hours of work.

Full-time employees **will** be allowed a rest period (coffee break) **not** in excess of fifteen (15) minutes in the first half of the working **hours**, and a similar rest period in ~~the~~ second half of the working hours, without **loss** of pay, and at the **direction** of the immediate supervisor.

Part-time employees will be entitled to a rest period (coffee **break**) without loss of pay after every two (2) hours of work.

When an employee is requested to **work** overtime for a period in excess of **one** (1) hour, **he** will be given a **rest** period of fifteen (15) minutes at the end of his regular shift, or at a time mutually agreed upon.

Section 8

Bulletin Boards:

The Company **shall** maintain a bulletin board in a conspicuous place on which the Union Local may **post** notices of Union activities.

The Company and the Union agree to keep the board clear of **non-current postings** in order to ensure there is **sufficient room** for current material.

Section 9

Lunchrooms:

Clean and suitable lunchroom facilities **will** be provided for employees at **all** terminals. Existing equipment already installed, including air conditioners, will be maintained by the Company.

Lunchroom facilities in terminals where the **warehouse** area is unheated **will** be maintained at a temperature of **twenty** degrees Celsius (200 C) during the winter months.

The Union recognizes that the employees have a responsibility to ensure that they assist in maintaining clean and tidy facilities.

Section 10:

Company Meetings:

The Company shall pay the prevailing hourly rate to the employee compelled to attend Company meetings, and for time spent if called into the office by the Company.

Section 11

Pay for Day of Injury:

Should it be necessary for an employee to visit a doctor or hospital, or to return home, after being injured on the job, he will be paid a normal day's pay for the day the injury occurred.

Section 12

Fork Lift Operators:

- (a) Only employees who are qualified **shall** operate fork lift equipment.
- (b) When no employee classified as Lift Truck Operator is available, the Company **shall next** use a **qualified** regular **employee**. The work **will** be allocated to regular employees **on** the basis of seniority.
- (c) To facilitate the administration of this provision, the Company shall post a **list** of employees who are classified as Lift Truck Operators, or qualified to operate the equipment.
- (d) The employee classified as Lift Truck Operator shall have preference in the allocation **of that work during during his regular hours of work**.

Section 13

Collective Agreement Printing Cost:

The Parties agree to share equally the cost of printing this Agreement in booklet form (125 copies) at the commencement of the Agreement term. The Union Will arrange the printing.

Section 14

Searches:

There will be no **search by** the Company or its assigns of **the employee's** person.

Searches by the Company or its **assigns**, of personal **belongings**, will be **limited** and **confined to** carried **bags, cases** and parcels only, will be with probable causa always, and conducted at the **terminal** property boundary or the yard gate **only**.

Searches of the employee's person or his automobile will be conducted by public **police** only and be with **probable** cause always.

Section 15

Vacation Pay Withheld:

The Company shall provide each employee with a **statement of the current accumulated total of vacation pay withheld, and** which is the current **amount** payable **In the event of termination of the employment relationship**, every **pay** period. Notwithstanding past practice, and without limiting **its effect as precedent**, in order **to facilitate** the accuracy of this **statement** the Company **shall** disburse to the employee all **accrued** vacation money during the payroll **period following** his **fifth (5th), tenth (10th), and twenty-fifth (25th) anniversary** dates of continuous **service**.

Section 16

Maintenance Tool Allowance:

A **maintenance tool** allowance of one hundred and **twenty-five** dollars (\$125.00) for tools **required** to fulfill the duties as Maintenance Man, will be **provided once in each Agreement** year, upon **presentation** of purchase **receipt(s)**.

Section 17

Clean Work Place:

The Company **will** maintain a clean work place.

The methods and scheduling of cleaning operations, and the equipment to be used or installed, will be the responsibility of the Company to decide and implement.

The daily housekeeping of the warehouse and dock areas will be performed by bargaining unit members.

The Company will modify fork lift equipment to govern the engine speeds so as to make the spinning of wheels by any operator impossible, and prevent the accumulation of rubber particles on the dock surface. The modification will be completed prior to January 01, 2000.

After January 01, 2000, use of fork lift equipment that is **not** modified to make the spinning of wheels impossible will cease. If the Company receives a direction to cease use from a Union Steward it will immediately comply with the direction. No employee will be discharged, penalized, coerced, intimidated or disciplined, or suffer a loss of pay for his refusal to operate a **fork** lift truck that has not been so modified.

This provision exempts fork lift equipment temporarily loaned to the Company during the servicing of its equipment.

Section 18

Certification of Reported illness as Reason for Absence:

Should the Provincial health expenses coverage cease to pay the physician's fee for a note verifying the employee's **claim** of having been **ill**, as may be required by the Company, at any time during the term of this Agreement, the Company **shall** pay the physician's fee.

Section 19

Training and Instruction:

Where legislation, the Company's operations, or this Agreement requires certificates or **skills** be held by one or any number of the work force, training will be offered to the employees within the bargaining unit, first to full-time employees regularly assigned to the effected shifts in order of seniority, and where required, next to part-time employees regularly assigned to the effected shifts in order of seniority. The Company will bear the cost of the training,

Time spent in training by full-time employees will be considered time worked but will be paid at the employee's straight-time rate. Time spent in training by part-time employees will not be considered time worked but **will** be paid at the applicable straight-time rates. Where a part-time employee works more than thirty (30) hours in the week in which the training is undertaken, exclusive of time spent in training, he will be deemed a full-time employee for the purpose of determining his straight-time rate of pay during training.

Full-time employees will be entitled to not **less** than eight (8) hours **of** pay the day on which the training is undertaken. Part-time employees, regardless of rate of pay the week in which the training is undertaken will be entitled to not **less** than six (6) hours of pay the day the **training** is undertaken.

Section 20

Workers' and Work Place Safety:

No employee will be required or allowed to work on any job **or** operate any piece of equipment unless **he** has received proper education, training and instruction.

The Company will ensure that all employees are informed that they have the right to refuse hazardous work that may harm them, any person or the environment and that signs are posted and maintained in the work place advising them of this right.

If a worker exercises his right to refuse he **shall** notify the supervisor or a Union member of the Joint Health and Safety Committee. He shall stand by in **a** safe place and participate fully in the investigation of the hazard.

At every stage **the** Company will ensure that no other worker is asked or permitted to perform the work of the worker who refused.

The Union co-chairperson or alternate shall fully participate in the investigation at every stage. The Union co-chairperson or alternate may recommend a solution to the problem with the agreement of the refusing worker which will be implemented by the Company.

No employee will be discharged, penalized, coerced, intimidated or disciplined for acting in compliance **with Part II** of the Canada Labour Code or environmental laws.

No employee will be discharged, penalized, coerced, intimidated or disciplined for refusing to **work** on a job, or in any work place, or operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, a fetus, another employee or the public, or where it would be contrary to health **and** safety or environment legislation.

An employee who refuses hazardous work, and other employees effected by **the** refusal, **will** not suffer a **loss** of pay, seniority or benefits during the period **of** the refusal and subsequent investigation by a co-chairperson of the Joint Health and Safety Committee.

Section 21

Part-time Employee Scheduling Policy:

The regularly-scheduled part-time employee is required to make himself available **for** work at **least four (4) days of the week, except where the week** contains **one** of the observed holidays named **in** Schedule 2 of this Agreement, which case he is required to make himself available for work at least three **(3)** days of the week.

The regularly-scheduled part-time employee may, at his option, schedule any day of **his** work week as a non-working day. Preference **in** the choice **of** day to be scheduled as a non-working day will be accorded in order of seniority.

In order to preserve work **for** a part-time employee scheduled to work on a particular day, a **part-time** employee for whom the day is scheduled as a non-working day **will** not **be** permitted to start work on that day, except where the Company's operations are under-staffed.

The scheduling of part-time employees will be completed **bi-weekly**, immediately preceding the weeks to be scheduled.

The **bi-weekly** schedule will be posted on the bulletin board upon completion.

Section 72:

Spine Loading Limits:

No employee **will** be required to move **palletized** freight weighing in excess of one thousand pounds **(1000 lbs)** with a manual **pallet** transporter (pump truck) or **to** move **palletized** freight over uneven or broken surfaces with a **manual** pallet transporter.

The Company will ensure that the manual pallet transporters are maintained in good working order.

Section 23

Whistleblower Protection:

The Parties agree that it is **the** responsibility of the Company and **its** employees to **notify** the appropriate authorities if there **is** a release **of** a hazardous substance into the air, land, water **or** drainage system.

No employee **will** be discharged, penalized, coerced,, intimidated or disciplined for performing **his** duty.

Section 24

Windsor Warehouse:

The warehouse **of** Windsor, being an insulated facility, will be heated and maintained at a temperature **not falling** below zero degrees Celsius (**0° C**) except where this is financially prohibitive or disallowed by the fire Code, in which case the Company shall contribute a **total of** one hundred and sixty-five dollars (\$165.00) toward the cost of safety shoes for full-time and part-time employees working in **all** unheated terminals where the inside temperature ordinarily drops below zero degrees Celsius (**0° C**), who have two (2) years' continuous service with the Company, every calendar year, notwithstanding Section **■** of this Schedule.

Section 25

Safe Work Place:

The London and Windsor terminals will **have** ceiling fans or ventilation **in** the warehouse designed to reduce the hazard **of** leached moisture (concrete sweat) on the dock surface.

Section 26

Safe Non-hazardous Material Clean-up:

The Company will provide a powered vacuum appliance at all ~~terminal~~ locations for the safe elimination of spilled powdered material from the trailer floors and dock surfaces.

Section 27

Pay for Lost Time - Negotiating Committee:

The Company will pay eight (8) hours wages at the prevailing rate of pay to each member of the Union Negotiation Committee, for each day the Committee meets with the Company in negotiations, but shall not compensate for time lost by Committee members in Conciliation or Mediation.

Section 28

Health and Welfare Insurance Benefit Entitlement during Lay-off:

A full-time employee on lay-off will be entitled to the health and welfare insurance benefit for three (3) months from the date of his last day of work prior to the lay-off.

Section 29

Incentive Program:

The Parties agree that no money-based or benefit based incentive program will be implemented without the agreement of the Union. No such program will be implemented without first being set out in a Letter of Understanding between the Union and the Company and ratified by the Union membership of the bargaining unit.

Section 30

The Company agrees that it will post signage in the work areas, washrooms, change rooms and lunchrooms to notify all employees of the possible presence and active use of surveillance equipment.

LETTER OF UNDERSTANDING A

The Parties hereto agree to the following with respect to weekend overtime assignments

The list is to be implemented at the Toronto facility only.

The list is to be signed prior to the close of office hours **thursday** each week, at which time it will be **taken** down.

The Company will offer weekend work on an overtime basis to **qualified** full-time employees whose regular hours of work run continuous with the **time** of the extra work before calling in employees. Workers who sign the list acquire limited superseniority with respect to call-in overtime assignments occurring between midnight **friday** and midnight Sunday. In exchange for the limited superseniority **the** worker obligates himself to be available to telephone contact at a number known to the Company until **9:00** a.m. Saturday, and to report for work as assigned if contacted prior to **9:00** a.m.. The Company is obligated to attempt telephone contact a second time at a **fifteen** (15) minute interval should the first attempt be unsuccessful. Each "attempt" shall consist of not less than ten (10) "rings". Failure **twice** by the worker to answer shall be deemed to be failure to be **available** to telephone contact. Failure to be available to telephone contact, or failure to report for **work** as assigned if contacted prior to **9:00** a.m. Saturday **shall** result in **an absenteeism entry** being made into **the** personnel record of the worker **who** signs the list.

At any time between midnight of **friday** and midnight of Sunday **the** Company shall first call the regular employees whose names appear or remain on the sign-up list in its attempt to meet **its staffing** requirements; next using the seniority list described in **Section 12.3** of **the** Collective **Agreement** In calling **in** regular employees **by** order of seniority; **next** calling the part-time workers whose names appear on the sign-up list in order of **seniority**; next calling the **part-time workers** whose names do not appear on the sign-up list by order of **seniority**, **until its staffing requirements** are met.

Where **such** calls are made after **9:00** a.m. Saturday **the** worker is not obligated by virtue of his having placed his name on the sign-up list to report for work as may be available.


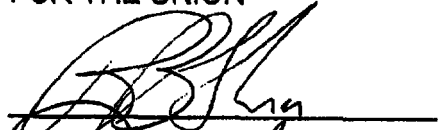
The Collective Agreement provides otherwise that overtime assignments running

immediately prior to and into, or out of, a regular shift assignment shall first be offered on a simple seniority basis to those regular employees assigned to work that regular shift.

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING B

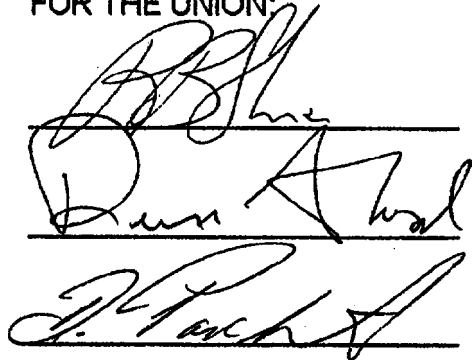
The following phrase will be included in all notices of lay-off:

"Lay-off provisions are found in Sections 12.7, 12.9, 12.13 and 12.14 of the Collective Agreement. Please refer to the Agreement and discuss your rights and choices with your Union and your supervisor."

FOR THE COMPANY:



FOR THE UNION:



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