

COLLECTIVE AGREEMENT

BETWEEN:

TNT LOGISTICS NORTH AMERICA, INC.
(BRAMPTON)

- and -

UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION
(ON BEHALF OF LOCAL 9042)



EFFECTIVE: August 15, 2005
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ARTICLE 1 - INTRODUCTION

- 1.01 The general purpose of this Agreement is to establish terms and conditions of employment for the employees of the Company and to establish a harmonious co-operative relationship between the Company and the Union. Now, therefore, the parties mutually agree as follows.

ARTICLE 2 - UNION RECOGNITION

- 2.01 (a) The Company hereby recognizes the Union as the sole collective bargaining agent for all employees of the Employer employed at 2600 North Park Drive, and Precidio Court, Bramalea, Ontario save and except supervisors, persons above the rank of supervisor, office, clerical, sales staff.

Should during the term of this Agreement the operation at 2600 North Park Drive or 15 Precidio Court, Bramalea, Ontario be relocated to a new location serving the same customer and performing the same work, the Collective Agreement will remain in force.

The Company further agrees that should the employer move in its entirety or a portion thereof or open a new facility within a 50 km radius of the current location the Agreement shall **apply**.

- (b) The Company, the Union and the employees expressly acknowledge and agree that the quality of work performed by the Company's employees is absolutely paramount to the ongoing successful relationship with the Company's customer and therefore the ongoing viability of the Company. In this regard, any employee adversely impacting the quality of work or the quality of the product shall be subject to

disciplinary action. Such employee shall have recourse to the grievance and arbitration process.

- 2.02 The term "Employee" shall embrace all such employees within said collective bargaining unit. All other employees not within said unit as above set forth are specifically excluded from this Agreement.
- 2.03 The Company and the Union shall comply with applicable human rights legislation in the administration of this Agreement and in relation to the employment of bargaining unit employees.
- 2.04 Any member of management shall not work on any jobs, which are included in the bargaining unit, except for purposes of instruction and experimentation, or in an emergency.
- 2.05 The Plant Committee shall be entitled to meet with the probationary employee for up to forty-five (45) minutes within ten (10) days after completing their probation during normal working hours.
- 2.06 The Company will not contract out work ordinary performed by a member of the bargaining unit if such contracting out causes the layoff or a failure to recall such member of the bargaining unit who is competent to perform such work.
- 2.07 The Union and the Company desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Company will print sufficient copies of the Agreement for distribution within ninety (90) days of ratification.
- 2.08 At all CBA dealings with employees the Union shall be present if so requested by either party.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, promote, demote, classify, transfer, direct, lay-off, recall and to suspend, discipline or discharge employees who have successfully completed their probationary period for just cause provided that a claim by an employee who has successfully completed his probationary period that he has been disciplined, suspended or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine in the interest of efficient operation and high standards of service, the hours of work, work assignments, methods of doing the work, and the working establishment of the service.
- (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the methods and techniques of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement;

- (e) make, enforce and alter from time to time reasonable rules and regulations and Company policies to be observed by the employees, which are not inconsistent with the provisions of this Agreement, and may be the subject of a grievance and dealt with under the grievance procedure.

ARTICLE 4 - NO STRIKE/NO LOCKOUT

- 4.01 During the term of this Agreement, it is understood that the Union will not cause, permit, or authorize its members or employees covered by this Collective Agreement to strike, sit down, slow down, or engage in any work stoppage, picketing, or collective activity which will interfere in any way with the Employer's operations.
- 4.02 During the term of this Agreement, it is understood that no employee covered by the terms of this Agreement shall strike, sit down, slow down or engage in any work stoppage, picketing or collective activity which will interfere in any way with the Employer's operations.
- 4.03 During the term of this Agreement, it is understood that no Union officer or representative shall authorize, encourage, induce, participate in or assist in any such strike, sit down, slow down, work stoppage, picketing or collective activity which will interfere in any way with the Employer's operation.
- 4.04 The Employer agrees that it shall not lock out employees during the term of this Collective Agreement.
- 4.05 Any employee engaged in an illegal strike as defined above will be subject to disciplinary action.

ARTICLE 5 - UNION SECURITY AND CHECKOFF

- 5.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution. Each employee in the bargaining unit shall be required as a condition of employment to have an amount equivalent to the regular weekly Union dues deducted from his pay weekly. All employees shall become and remain members of the Union as a condition of employment.
- 5.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station "A", Toronto, Ontario, M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R115. A copy of the Dues Remittance Form R115 will also be sent to the Union office designated by the Area Coordinator.
- 5.03 The remittance and the R115 Form shall be accompanied by a statement containing the following information:
- (i) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
 - (ii) A list of the names of all employees from whom no deductions have been made and the reasons why;
 - (iii) This information shall be sent to both the Union address identified in Article 5.02 above, in such form as shall be directed by the Union to the Company.

- 5.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this Article.
- 5.05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

ARTICLE 6 - SHOP REPRESENTATION

- 6.01 (a) The Employer agrees to recognize the right of the Union to appoint or select one Unit Chairperson and up to three (3) Stewards per shift from the bargaining unit for the purpose of representing employees in the handling of grievances. The Company further agrees to recognize one (1) additional steward per shift at all new locations.
- (b) The Employer agrees not to unreasonably interfere with the Stewards in carrying out their required duties provided it does not impair or impede the company's ability to service the customer not to exceed one (1) hour per day.
- (c) The Unit Chairperson and/or the Steward involved in any given grievance must first obtain his supervisor's permission before leaving the workplace and to attend grievance meetings. Such permission shall not be unreasonably withheld.
- (d) The Unit Chairperson and/or the Steward and the grievor (except in case of dismissal) in attendance during the Step 2 grievance meeting with the Company shall receive his regular straight time hourly pay for all regularly scheduled straight time working hours lost due to attendance at such grievance meetings. Following the grievance meeting the

Chairperson and/or Steward shall return to the balance of their scheduled shift.

The employer agrees to pay third shift employees up to two (2) hours at the regular straight time hourly rate to attend grievance meetings scheduled with the employer outside their regular working hours.

- (e) The current practice with respect to Union Representation will be continued for life of agreement subject to express clarification of responsibilities. However, if the bargaining unit REDUCES by more than 35%, the Company and the Union agree to discuss the continued need for such a position.
- (f) The Company agrees to provide an office for the Unit Chairperson that includes a lockable filing cabinet, a computer, a telephone with a code to access it and will make arrangements for private consultations as required. The Company further agrees to provide administrative support (secretary) for the use of the Unit Chairperson as needed and as feasible and approved by Project Manager.

6.02 The Union agrees to submit to the Employer in writing on the anniversary date of this Agreement, as well as when any changes occur within union ranks, an up-to-date list of the then current Stewards and Union Officers.

6.03 Negotiating Committee

The Company agrees to recognize a bargaining committee consisting of up to four (4) employees, plus the Plant Chairperson, from the bargaining unit for the purpose of amending or renewing the present Agreement. The Union will notify the Company of the name of such committee members as far in advance of negotiations as possible. Each employee member of the bargaining committee shall receive his regular straight time

hourly wage for regular scheduled straight time working hours, up to eight hours, lost due to attendance at up to six meetings in negotiating with management that are scheduled during the employee's regularly scheduled working hours and additional compensation as circumstances warrant.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

7.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with his immediate supervisor within three (3) working days after the circumstances giving rise to the complaint have originated or occurred. If the immediate supervisor is unable to adjust a complaint to their mutual satisfaction within three (3) working days the employee may proceed with the grievance procedure within five (5) working days following the decision of the immediate supervisor.

7.03 **Step No. 1**

The Union must submit a written grievance signed and dated by the employee to his immediate supervisor. The nature of the grievance, the remedy sought, and the section or sections of the Agreement, which are alleged to have been violated must be set out in the grievance. The immediate supervisor will deliver his decision in writing within three (3) working days after receipt of the grievance in writing. Failing settlement the next step of the grievance procedure may be taken.

Step No. 2

Within three (3) working days following the decision under Step 1, the Union must submit the written grievance to the Plant Manager (or his designate). Within three (3) working days of the receipt of the grievance by the Employer (or the Union in case of a policy grievance, a meeting shall be scheduled with the Union to be held within thirty (30) days of receipt by the Employer to discuss the grievance at, which meeting the decision maker at stage 1 shall be present.

7.04 Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 2 within five (5) working days of the event giving rise to the grievance. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance. Failing settlement under Step No. 2 within thirty (30) working days, it may be submitted to arbitration in accordance with the terms of this Agreement.

However, it is expressly understood, that the provisions of this article shall not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed. A policy grievance cannot result in a compensatory remedy.

7.05 Group Grievance

Where two (2) or more employees have identical grievances and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 2 within five (5) working days of the event giving rise to the grievances. The nature of the grievance, the remedy sought, and the section or sections of the Agreement, which are

alleged to have been violated, must be set out in the grievance. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

7.06 Discharge Grievance

A grievance involving the discharge of an employee must be reduced to writing and originated under Step No. 2 within ten (10) working days of the employee being notified of his/her discharge. The nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance which shall be signed by the employee. Notwithstanding anything in this Agreement, a probationary employee may be disciplined or discharged for any reason satisfactory to the Employer as long as the reason is not discriminatory, arbitrary or in bad faith.

7.07 No adjustment under the grievance or arbitration procedures shall be made retroactive prior to the date that the grievance was formally presented to the Employer, or if applicable, the date of the alleged violation provided that it does not exceed the time limits set out in Article 7.02.

7.08 All agreements reached under the grievance procedure between the representatives of the Employer and the representative of the Union shall be final and binding upon the Employer and the Union and the employee or employees involved.

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

7.10 The Company agrees that no employee shall be required to change shifts because of discipline while there are part time, agency or temporary employees on the disciplined employees shift. Should there be no part time, temporary or agency employees to displace, then the disciplined employee will be laid

off for lack of work or voluntarily change shifts. This requirement shall be at the employee's sole discretion.

- 7.11 The Employer agrees that discipline shall be given within a fourteen (14) day period following the incident attracting the discipline except in circumstances where the employee is not available in which case the fourteen (14) day period shall be extended accordingly.

ARTICLE 8 -ARBITRATION

- 8.01 **If** the Employer or the Union requests that a grievance be submitted to arbitration, as hereinbefore provided, it shall make such request in writing to the other party to this Agreement and shall select, in turn, an arbitrator from the list of Six (6) standing arbitrators previously agreed upon by the parties which list shall be renewed by the parties on an annual basis. In the event that the arbitrator is unavailable to begin hearings on the case within a reasonable amount of time, not to exceed ninety (90) days, the next arbitrator in turn shall be selected. The parties agree that the practice of using a single arbitrator shall be continued for the term of this collective agreement.
- 8.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.03 No matter may be Submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 8.04 The Board of Arbitration shall not have any power to amend, alter, modify or add to any provisions of this Agreement or to substitute any new provision for any existing provisions, or to render any decisions inconsistent with the terms and provisions of this Agreement. The parties agree that the practice of using a

single arbitrator shall be continued for the term of this collective agreement.

- 8.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned. The parties agree that the practice of using a single arbitrator shall be continued for the term of this collective agreement.
- 8.06 Each of the parties hereto will bear the expense of the Nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 8.07 The time limits set out in both the grievance and arbitration procedures herein are exclusive of Saturdays, Sundays and paid holidays. Such time limits are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in:
- (a) if the grievance has not been processed by the Employer within the prescribed time limit, the grievance shall be deemed to be advanced to the next step by the Union within the time limits prescribed.
 - (b) if the grievance has not been processed by the Union in accordance with all of the time limits prescribed, the grievance shall be deemed to have been settled and/or abandoned.
- 8.08 The Arbitrator retains the right to review reasonable timeliness on all grievance and arbitrating matters.

ARTICLE 9 - SENIORITY

- 9.01 (a) Seniority is defined as the length of continuous bargaining unit employment with the Company since the employee's

last date of hire including the probationary period (upon completion) and all the time the employee is on an approved leave or lay-off as provided by this Contract. Seniority rights as created by this Agreement exist only to the extent expressed herein and do not survive beyond the terms of this Agreement. Seniority shall not prohibit the Company from discontinuing its operation in whole or in part. It also will not prohibit the Company from discontinuing job classification or rearranging duties within a classification.

- (b) All employees shall be employed on a trial basis for a probationary period of ninety (90) calendar days from the date of hiring by the Company. Such probationary period shall be automatically extended by the number of days an employee is absent from work for any reason including but not limited to layoff and sick days and bereavement. It is recognized that the probationary period is part of the Company's evaluation and selection process and that transfer, reassignment or retention of an employee during the probationary period shall remain at the sole discretion of the Company. There shall be no responsibility or obligation for re-employment of employees if they are laid off or discharged during their probationary period. Probationary employees shall be deemed to have no seniority during the probationary period. Upon successfully completing the probationary period an employee's seniority shall accrue and be considered as beginning with his/her most recent date of hire.
- (c) The probationary period for employees hired through the agency be waived for all purposes except benefit entitlement. No Union dues to be paid for Agency employees.
- (d) An employee who moves from full time to part time will go to the bottom of the part time seniority list but will suffer no loss in full time seniority during such time that the employee works in a part time capacity. At such time that the employee

returns to full time status, the employee's seniority date will be determined by adding the accrued amount of seniority that existed at the time of transfer to part time status to the date of return to full time status. The employee shall receive that wage rate and benefit entitlement appropriate for his or her seniority upon return.

9.02 Job Vacancies

- (a) The parties recognize the right and need of the Company to have and maintain at all times the best qualified work force. The parties further recognize that job opportunity and security shall increase in proportion to length of service in accordance with the remainder of this Article.
- (b) The Company will attempt to fill permanent job vacancies through the posting process prior to considering outside applicants. Permanent job vacancies, excluding pregnancy leave, long term disability and workers' compensation shall be posted for a period of three (3) working days.
- (c) The Employer shall give the preference, if any, to the senior applicant who has the necessary skill, ability, experience, competence and qualifications to perform the job in question. Should this applicant be unsuccessful the preference shall go to the next senior applicant. Where no applicant has the necessary skill, ability, experience, Competence and qualifications to perform the job in question, the Employer shall give the job to the applicant with the greatest seniority, except for driver jobs for which an appropriate license and experience is mandatory. Any employee awarded a job shall be allowed a trial period of up to the first five (5) working days on the job to demonstrate his or her skill, ability, experience and competence to perform all aspects of the job in a matter satisfactory to the Employer. In the event the Employer

determines that such applicant is unable to perform all aspects of the job in a manner satisfactory to the Employer or in the event the employee decides that he/she no longer wishes to perform such job, he/she shall be transferred back to his/her previous job and will not be eligible to reapply for any job for a period of six (6) months except in cases of shift change or new jobs acquired due to new business. In such event, the employer shall then offer the position to the next senior applicant.

- (d) An employee selected as a result of a posted vacancy shall not be eligible to apply for a further permanent vacancy for a period of six (6) months from that date of his selection except in cases of shift change or new jobs acquired due to new business.
- (e) The Company shall supply a copy of all job postings showing the successful applicant to the Union.
- (9) The Employer agrees that successful applicants to posted jobs shall be awarded and moved to that job within ten (10) days.
- (g) The Employer agrees that workers required to be on light duties on a temporary basis shall not be disqualified from posting to another job.

9.03 Temporary Vacancies

- (a) Temporary vacancies lasting twenty-one (21) calendar days or more shall be posted as a temporary vacancy for three (3) workdays.
- (b) Employees wishing to apply for a temporary vacancy shall sign the posting and in filling the temporary vacancy the Employer shall give preference to the senior applicant who is

currently performing the same job on a different shift. Should there be no applicant on a different shift then the Employer shall award the temporary vacancy to the senior applicant who has the necessary skill, ability, experience, competence and qualifications to perform such job.

- (c) Upon completion of the temporary posting employees shall return to their last posted position.
- (d) The parties agree that the original temporary vacancy plus one subsequent vacancy will be posted.
- (e) Vacancies lasting less than twenty-one (21) calendar days shall be filled at the sole discretion of the Company.
- (9) Employees absent from his or her posted position due to performance of modified duties or absent from his or her posted position due to pregnancy leave, disability leave or WSIB leave of twenty-one (21) calendar days or more shall be considered a temporary vacancy for purposes of section 9.03 (a).

9.04 An employee shall lose all service and seniority and shall be deemed to have terminated if he:

- a) voluntarily quits,
- b) is discharged for just cause,
- c) fails to notify the Company of his intent to return to work upon recall from lay-off within three (3) scheduled working days or failure to return to work upon recall from lay-off within three (3) scheduled working days after being notified to report to work unless prior arrangements have been made with the Company. Such notification to return to work shall be given by courier (delivery or attempted delivery) and/or by registered

mail (delivery or attempted delivery) addressed to such employee at his/her last address filed with the Company.

- d) is absent from scheduled work for three (3) or more scheduled workdays without notifying the employer and without providing a reasonable excuse to the employer. This provision shall not be construed in any way to modify the Company's right to discipline employees for unexcused absence.
- e) fails to return to work upon expiration of a leave of absence, or utilizes a leave of absence for purposes other than that for which it was granted.
- f) seeks or engages in gainful employment while on an approved leave of absence, except when on an authorized union leave of absence.
- g) is laid-off or absent for any reason for a period of the length of service to a maximum of two (2) years as of his last day of work, whichever period is shorter.
- h) reaches age 65 or retires earlier, but with the understanding that changes made to the Federal Legislation will apply accordingly.

9.05 The Company shall post on the bulletin board an up-to-date seniority list within fifteen (15) days after the execution of this Agreement and thereafter shall compile and composite an up-to-date seniority list once each six (6) months. In addition, the Company shall furnish a copy of the same list to the Union upon reasonable request. Seniority dates of employees shown on the posted list shall be considered permanently established seniority dates except as may be corrected as a result of a protest filed within thirty (30) calendar days after posting. Such protests shall be confined to names added or deleted since the last posting and errors in copying of the list. Upon timely presentation of

the proof of error such error will be corrected. Any assignments made during the period of protest and correction provided herein, may be made on the basis of seniority status as reflected on the seniority list as published without giving rise to any monetary or reassignment obligations on the part of the Company and without recourse to the grievance procedure.

- 9.06 For all new hires after the date of signing this Collective Agreement, the relative seniority of employees hired on the same day shall be determined by alphabetical order of employees' surname.
- 9.07 An employee covered by this Agreement who transfers out of the bargaining unit shall lose his or her seniority status and the employee's name shall be removed from the seniority list after ninety (90) working days.

9.08 **Layoffs and Recall**

The Company shall, in its sole discretion, determine when the layoff or recall of employees is necessary. When the Company decides to layoff or recall employees, it shall layoff employees in reverse order of seniority and recall employees in order of seniority provided that the employees remaining after a layoff and the employees being recalled, as the case may be, have the necessary skill, ability, experience, competence and qualifications to perform the available work.

Notwithstanding the foregoing, the Company may layoff employees for periods of up to five (5) working days as it deems appropriate in its sole discretion and without regard to the seniority of the employees.

This provision can only be applied when a department and or contract of the employers operation has been forced to cease for a period of not more than five (5) days, requiring those employees to be temporarily laid off.

This provision shall not be used to lay off employee(s) without a curtailment of a portion of the employer's operation.

An employee that is being displaced as a result of a reduction in the work force shall be required to fill any open position or any temporary positions that hasn't been filled by a senior employee on the shift that they are currently working.

If there are not open positions, then the employee may exercise their seniority on their own shift first starting from the lowest seniority employee on that shift providing they have the necessary skill and ability to perform that job.

Should there be no junior employee on that shift the above procedure shall be repeated on another shift or elect to take a voluntary lay-off.

9.09 The Unit Chairperson and Stewards shall have top plant-wide seniority in case of lay-off and shall be retained by the Company on work they are willing and able to perform. However the Company will not provide unreasonable training.

9.10 Except in the case of a layoff caused by an emergency or other reason beyond the Company's control (including but not limited to a reduction or work caused by a change in the Customer requirements), the Company shall give employees two **(2)** working days (Mon-Fri) notice, or two **(2)** days pay in lieu of notice, of a layoff which is expected to last for longer than five (5) working days. In the event of a layoff, the Company shall provide reasonable assistance to the affected employees applying for employment insurance benefits including seeking the cooperation of Employment Insurance personnel.

ARTICLE 10 - BULLETIN BOARDS

10.01 All bulletins to be posted shall be submitted to a manager of the Company prior to posting. Management will designate **two** (2) bulletin boards including one of the current bulletin boards by the punch clock for use of the Union pursuant to the provision of this Article and one additional bulletin board in all additional locations.

Union notices shall be restricted to the following:

- (a) notices of Union recreational and social affairs;
- (b) notices of Union elections, appointments and results of Union elections;
- (c) notice of Union meetings as well as communications from the Local and or the International Union.

ARTICLE 11 - SAFETY COMMITTEE

- 11.01 (a) The parties agree to comply with the provisions of the Occupational Health and Safety Act (Ontario), as amended, concerning occupational health and safety matters in the workplace.
- (b) The Company shall allow Union members of the Joint Health and Safety Committee up to one (1) hour preparation time during working hours prior to attending scheduled Joint Health and Safety Committee meetings with the Company, without loss of regular pay.
 - (c) Meetings of the Joint Health and Safety Committee shall take such reasonable amount of time as is reasonably necessary

to deal with current issues pertaining to health and safety in the workplace.

- (d) The Joint Health and Safety Committee shall meet on a monthly basis.
- (e) The Company agrees that when WSIB or Health and Safety inspectors visit the work place, the employee representatives and employer representatives of the Health and Safety Committee shall be present.
- (f) The lead Health and Safety representative shall receive up to five (5) hours per week for time spent on health and safety issues otherwise not regularly compensated for.
- (g) Minutes of the Joint Health and Safety Committee meeting shall be alternately taken by the Union side and Management side, review for corrections, copied to ail of the members of the Joint Health and Safety Committee from all of the facilities and posted on the bulletin board at all of the facilities.
- (h) Every new employee hired by the Company shall be given instruction on Company Health and Safety Program as part of the new hire orientation. An opportunity will be given to the Union Health and Safety representative to meet with the new employee to highlight the Union's concerns and involvement in plant safety.

11.02 Safety Shoes

- (a) For employees who are specifically required by the Company to wear safety shoes, a shoe allowance will be provided. Such employees must wear CSA approved footwear as required. The employee shall purchase CSA approved footwear from a Company approved supplier. The following allowance shall be given as a credit during the term of the

Collective Agreement with the employee being responsible for the balance of the cost, if any. The employee must supply proof of purchase. If purchased, it is mandatory that the shoes be worn at work.

- (b) The Company agrees to reimburse up to one hundred and thirty (\$130.00) dollars towards the purchase of safety shoes each year, this shall include the cost of insoles. In the first year of the agreement the \$130.00 dollars may be carried over to the second year.
- (c) Mark's Work Warehouse will be one of the locations where employees can purchase safety shoes.
- (d) The Company shall supply, as needed, gloves, winter parkas and reflective safety vest for the use of employees who may be required to work outside from time to time.

11.03 Town Hall/Safety Meetings:

- (1) The Company has the right to cancel/postpone quarterly town hall meetings with twenty-four **(24)** hour notice provided it is due to production issues at the Brampton facility plant.
- (2) Employees not attending must request a leave in writing three (3) days before and no disciplinary action will be taken.
- (3) The Company agrees that there shall be no town hall/safety meetings scheduled during inclement weather.

11.04 The parties agree that quarterly town hall/safety meetings are mandatory and employees are required to attend. It is further agreed the employees will be paid at the applicable hourly rate for the time spent at the meeting at a minimum of four **(4)** hours.

11.05 The Company agrees to allow union members of the Joint Health and Safety Committee up to ten (10) days in order to attend training courses.

Company agrees to maintain current practice with regard to compensation for Joint Health and Safety Committee members.

11.06 Early and Safe Return to Work

1. The Employer recognizes its duty to accommodate the work or workplace to the needs of the disabled employee injured as a result of a workplace incident in order to facilitate an early and safe return to work to the employee's pre-injury employment or other available suitable bargaining unit work.
2. A Joint Early and Safe Return to Work (ESRTW) committee will be established comprised of equal numbers of Union and Company representatives (minimum of four **(4)** members) to facilitate the accommodation of employees with disabilities as a result of a work place injury in the workplace
3. The Company will provide PDA's (Physical Demands Analysis) for the workplace that has been agreed upon by the ESRTW committee.
4. Using the injured workers Functional Abilities Assessment and the workplace Physical Demands Analysis where performed, a mutually agreed upon 3rd party will be used to establish compatibility.
5. The committee will arrange a mutually agreed appointment with the injured worker for the purposes of arranging an intake meeting as soon as possible after the parties receive medical notification that the employee is medically capable of returning to some form of employment. Such intake meeting

shall take place within three (3) working days of the injured worker's return to work.

6. The Company reserves the right to claim undue hardship pursuant to Bill 99 (WSIB) Ontario.
 7. If the Joint committee agrees that reduced hours of work are in the best interest of the employee, the Company shall accommodate the reduced hours of work modification with a letter of understanding pertaining to the employee.
 8. If the Joint Committee agrees that a modified job function is in the best interests of the employee, the Company shall accommodate the change to the job function with a letter of understanding pertaining to the employee.
 9. For all job postings for which an injured employee applies, such employees shall be given the opportunity to fill the posting, provided their restrictions allow the employee to perform the essential duties of the job posting and is qualified per the applicable Articles of this Collective Agreement. They layoff and recall provisions of this Collective Agreement shall apply in the same manner as if the person had not been disabled.
 10. The Company shall provide the necessary education and resources to ensure the effectiveness of the committee, including specific training for Union members of the committee through the Ontario Federation of Labour's WSIB Training Project.
- 11.07** The Joint Health and safety Committee shall hold a review of the progress of all phases of the Health and Safety Program once every six (6) months.

11.08 Any disputes not resolved by the Joint Health and Safety Committee may be dealt with through the Grievance and Arbitration procedure.

ARTICLE 12 - PAID HOLIDAYS

12.01 (a) The Company agrees that probationary employees who have not completed thirty (30) calendar days are not entitled to pay for a general holiday, all other employees shall receive the following holidays off, with holiday pay on the basis of eight (8) hours of pay at their respective regular straight time hourly rates. The Company agrees to pay the normal scheduled hours of work for Statutory Holidays.

The Company further agrees that an additional paid holiday will be taken on the Friday before Victoria Day unless plant is operational, or it must be used before December 31 of each year beginning in 2006.

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

(b) The definition of the exact dates for each holiday will be scheduled by the customer serviced under this Agreement. The parties further agree that pursuant to the provisions of the Canada Labour Code the parties agree to substitute the Friday before Labour Day for Remembrance Day to be consistent with and to meet the needs of our customer. In the event the customer no longer observes the Friday before Labour Day as a Paid Holiday, another day shall be substituted by the Employer. The employees shall be notified by May 1 of each year of the substituted date.

- 12.02 Should during one of these paid holidays, a customer schedule work, employees that volunteer for work will be paid (2x) double time plus the regularly scheduled hours at straight time for the paid holiday.
- 12.03 If at any time the customer schedules work and the work on the paid holiday becomes mandatory for an employee he will be paid double time and will be eligible to take a holiday at a later date paid his regularly scheduled hours times the applicable hourly rate.
- 12.04 To be eligible for holiday pay the employee must work on the nearest scheduled work day both preceding and following the holiday unless the Company in its sole discretion agrees otherwise. Employees who have not worked twelve (12) days in the preceding four (4) weeks are not entitled to holiday pay. Employees on vacation when holidays occur will have their vacation extended by one (1) day either at the beginning or end of that vacation with the agreement of the Employer.
- 12.05 Notwithstanding the forgoing, an employee shall not be eligible for holiday pay for any holiday that falls during the employee's absence from work by reason of layoff, sick leave, suspension without pay or any other reason other than a leave of absence with or without pay for Union business which has been approved in accordance with this Agreement.

ARTICLE 13 - VACATIONS

- 13.01 The vacation year is June 1st through May 31st.
- 13.02 Employees shall be entitled to vacation days computed on the following basis as of the cut-off date of May 31st each year.

- (a) Employees who have completed less than one year of continuous service as of May 31st shall be entitled to annual vacation of .833 days for each complete calendar month of service.
- (b) Employees who have completed one or more years of continuous service, but less than six (6) years of continuous service as of May 31st shall be entitled to an annual vacation of two (2) weeks.
- (c) Employees who have completed six (6) or more years of continuous service as of May 31st shall be entitled to an annual vacation of three (3) weeks.
- (d) Employees who have completed ten (10) or more years of continuous service as of May 31st shall be entitled to an annual vacation of four (4) weeks.

13.03 Vacation shall not be cumulative from year to year. It shall be compulsory for all employees to take their vacations and they must be taken in the vacation year.

13.04 Vacation pay shall be based upon the employee's regular hourly rate at the end of the vacation year and shall be paid at the rate of four (4%) percent of total wages paid to the employee during the vacation year for employees with less than six (6) years of service as of May 31st, and at the rate of six (6%) percent of total wages paid to the employee during the vacation year for employees who have completed six (6) or more years of continuous service as of May 31st and at the rate of eight (8) percent of total wages paid to the employee during the vacation year for employees who have completed ten (10) or more years of continuous service as of May 31st. "Total wages" excludes fringe benefits expenses and travel allowances.

13.05 Employees who terminate with less than one (1) year of service will receive 4% of total wages paid during their employment. "Total wages" excludes fringe benefits, and expenses or travel allowances.

13.06 Vacation pay will be paid separately and an employee will receive his vacation pay prior to the commencement of his scheduled vacation. Vacation pay will be paid in one (1) week blocks.

Employee may request early vacation subject to the following:

- i. The employee must be entitled to more than two (2) weeks of vacation accordance with the Collective Agreement.
- ii. The employee must have accumulated (earned) not less than the equivalent of forty (40) hours pay at the employee's straight time hourly rate.
- iii. The request must be made in writing not less than two (2) weeks in advance of the date the vacation is to start.
- iv. The request for vacation must be in **blocks** of one (1) week.
- v. The Company will pay the employee an amount accrued equal to forty (40) hours pay at the employee's straight time hourly rate subject to deductions required by law.
- vi. The accrued amount paid and any required deductions will be included on the T-4 slip for the tax year in which it was paid and deducted from the amount of vacation pay entitlement from which it was advanced.
- vii. Vacation pay shall be paid by the Employer to the employee no later than June 15 of the current vacation year.

- 13.07 It is understood and agreed that vacation time off shall be scheduled during Plant shutdown periods first. It is understood and agreed that no more than two (2) weeks vacation time off shall be scheduled during Plant Shutdown periods first. Any excess vacation over and above Plant shutdown periods shall be scheduled by mutual agreement of the parties.
- 13.08 The Company reserves the right to determine when vacation will be taken in the event that the employee has not indicated a preference before March 15. Further, the Company will notify all employees of said rule by notice no later than February 1st of each calendar year.
- 13.09 To take earned vacation an employee must have completed six (6) months of active credited service.
- 13.10 The Company shall notify the Union of the timing of the annual shutdown as soon as possible after its customer has designated its shutdown provided that the timing of the shutdown may change at any time, including after the giving of such notice, based on the needs of the customer in which event the Company will inform the Union of any such change as soon as possible.
- 13.11 Company to continue practice of issuing manual cheques.

ARTICLE 14 - WAGES

- 14.01 Classifications and wage rates are set out in Schedule "A" attached to this Agreement.

ARTICLE 15 - HOURS OF WORK - OVERTIME

See Letter of Understanding re Three Shift Operation Attached

- 15.01 (a) The Employer does not guarantee any hours of work per

day or days of work per week with respect to any employee covered by this Agreement, nor shall any of the following provisions be construed as a guarantee of work.

- (b) For employees other than truck drivers, standard hours of work shall be eight (8) hours per day and forty (40) hours per week. Standard hours for Truck Drivers defined by the Ministry of Transportation of Ontario and Labour Canada shall be eight (8) hours per day and forty (40) hours per week. Starting and stopping times for all employees shall be scheduled by the Company to meet varying production demands.
- (c) An employee (except Truck Drivers) will receive one and one-half (1-1/2) times the hourly rate for every hour worked in excess of forty (40) hours in one payroll week or in excess of eight (8) hours of one work day. Truck Drivers will receive one and one-half (1-1/2) times the regular hourly rate for every hour worked in excess of forty (40) hours in one payroll week or in excess of eight (8) hours in one work day. All employees will receive a thirty (30) minute unpaid lunch break. (See Letter of Understanding - Three Shift Operation)
- (d) It is understood and agreed that there will be no duplication of premiums under this Agreement nor pyramiding of overtime and or premium pay.
- (e) The Employer reserves the right to schedule the work, including where necessary, overtime and to assign employees to perform such work as the Employer deems necessary. It is agreed and understood that overtime is mandatory up to forty-eight (48) hours of work per week when required by the Employer. When overtime over forty-eight (48) hours per week is needed Management will ask for volunteers from the top seniority list down on a rotating basis. If there are insufficient volunteers, the Employer will have the right to

select employees for overtime from the bottom of the seniority list up. All overtime work will be assigned by classification noted elsewhere in this Agreement in a manner such that Drivers only will be considered for driving assignments, and warehouse employees only will be considered for warehouse overtime. Notwithstanding anything else in this provision with respect to overtime assignments, the overriding requirement is skill and ability within the classification to do the work available.

- (f) Notwithstanding 15.01 (e), the Company agrees that 25% of the employees on each shift and contract, shall be allowed the Saturday off provided that such request for leave be submitted to the Union, who shall provide the request to the Company no later than then three (3) days prior to the required overtime. The cap of the program is 25%, however, should more than 25% request leave, the Company may in its discretion, grant such leave. This shall be done through a Rotating Seniority List. It shall be the responsibility of the Union to administer the program.
- (g) It is expressly understood and agreed that overtime must be authorized by the employee's immediate supervisor before overtime rates become effective.
- (h) An employee will receive one and a half times the regular hourly rate for every hour in excess of forty (40) hours in one week for Saturday work hours. An employee will receive two times the regular hourly rate for every hour in excess of forty (40) hours in one work week for Sunday work hours. An employee will receive two (2) times their normal rate for all hours worked in excess of sixty (60) hours in one (1) week. An employee who works his or her seventh (7th) consecutive shift in one (1) week will receive two (2) times their regular rate for that shift. If an employee's regular shift starts after

8:00 p.m. on Sunday this provision does not apply. (See Letter of Understanding re: Saturday Overtime.)

- (i) All regularly scheduled working hours spent on Company approved Union leave shall be deemed to be hours worked solely for the purpose of determining entitlement to overtime pay
- (j) Short term shutdowns (1 day) due to the Chrysler Brampton facility shutdowns shall be deemed as hours worked in order to qualify for overtime for the bargaining unit.
- (k) The Company agrees to give two (2) hours notice when feasible of any overtime that is a result of any employees calling off for the next shift. The Company agrees to pay the half hour idle time between shifts provided the employee is in the work place and gets prior consent.

15.02 All employees shall report to work at the beginning of their designated shift to be determined by the Company. Any deviations from the regular schedule are to be communicated to the employee within forty-eight (48) hours prior to their designated shift if possible. Any employee reporting for a schedule shift assignment will be guaranteed four (4) hours work, or if no work is available anywhere at the discretion of the Employer, will be paid for four (4) hours at the applicable rate. This reporting allowance will not apply:

- (i) to safety meetings where employees shall be compensated in accordance with applicable rates;
- (ii) if an employee has received prior notice not to report for work;
- (iii) where work is not available due to no electricity, fire, flood, weather conditions or any other Act of God.

15.03 Break Periods

All employees will be allowed two (2) fifteen (15) minute breaks each shift. The scheduling of breaks will be at such time as to least interfere with production, with one (1) in the first four (4) hours in the work shift and one (1) in the second four (4) hours in the work shift, whenever possible.

15.04 Pay Periods

Wages are paid weekly. Pay periods will reflect a week commencing Sunday morning and ending Saturday midnight. Wages will be paid each Thursday. Should a pay day fall on a holiday, cheques will be available on the first regular work day preceding the holiday. Employees must provide written authorization if someone other than the employee is to pick up the pay cheque. Employees being short paid shall receive a manual cheque not later than Friday following the short pay, however, this shall only apply to short pay amounts of \$75.00 or more. The Company shall implement direct deposit for employees pay at such time as direct deposit is made generally available for Company employees in Canada.

15.05 Call-in Pay

Should for any reason an employee be called in for work on a non-scheduled day he/she will be guaranteed a minimum of four (4) hours pay per occurrence.

15.06 Shift Premiums:

Twenty-five (.25¢) cents— midnight shift.

Fifteen (.15) cents —afternoon shift.

15.07 Training

The Company agrees to provide forklift training a minimum of two (2X) times per year for five (5) employees each time and for a minimum of eight (8) hours.

ARTICLE 16 - BEREAVEMENT

16.01 In the case of death in the "immediate family" of an employee covered by this Agreement, the employee will be protected against **loss** of his regular straight time hourly pay for schedule work up to a maximum of three (3) consecutive days prior to and inclusive of the day of the funeral for the purpose of making arrangements for and/or attending of the funeral. The term "immediate family" means the employee's wife, husband or spouse as defined in the Family Law Act, mother, father, stepparent, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents (including spouse's grandparents) and grandchildren. And two (2) additional days, unpaid, if requested.

16.02 Day of Mourning

The Company agrees that one member of the Union shall be allowed to attend day of mourning functions on behalf of the Local for up to four (4) hours. This shall be on paid time.

ARTICLE 17 - MISCELLANEOUS

17.01 This Agreement shall constitute the entire agreement between the two parties, and will create no rights or obligations beyond those specifically set forth in this Agreement. All existing Letters of Agreement or Understanding or any new ones agreed upon shall be incorporated into the Collective Agreement.

- 17.02 If any provision of this Agreement violates any federal or provincial law or administrative regulation, the remaining provisions shall remain in full force and effect.
- 17.03 The Union recognizes that a productive and efficient workforce is essential to maintaining Company profitability and competitiveness, which in turn guarantees the employees continued job opportunities. All employees will produce a full day's work for a full day's pay. The Company encourages all employees to suggest how to improve production efficiency, plant safety and working conditions.
- 17.04 The Company will provide a complete list of employees covered by this Agreement to the Union, when requested, showing their names, dates of hire, length of service, Social Insurance Number, phone numbers and address. Employees have the responsibility of notifying the Employer of any change of address.
- 17.05 Wherever the MASCULINE GENDER is used throughout the Articles within this Agreement, it is agreed that the FEMININE GENDER is an acceptable substitute whenever and wherever the feminine gender is applicable.
- 17.06 Where the singular is used throughout these Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plural gender is applicable.
- 17.07 The Company will provide a total of six (6) shirts to be provided after a ninety (90) day probationary period with a replenishment of two (2) shirts per year on the anniversary date of the Collective Agreement. Such shirts must be worn during all working hours and must be properly maintained by the employee.
- 17.08 The Company will provide lockers in an approved area

17.09 It is understood and agreed that tow motor drivers are not included in the warehouse classification and are a separate classification under this Agreement. The Company will, however, endeavour to provide training opportunities to warehouse personnel to learn to become tow motor drivers to a reasonable extent taking into account its need for tow motor drivers and will post permanent vacancies for tow motor driving jobs which become available in the warehouse to provide warehouse personnel with an opportunity to bid on such vacancies in accordance with this Agreement.

17.10 Personal Days

Employees of the bargaining unit shall be allowed one (1) personal day unpaid in every three (3) month period. These days must be requested prior to using them and shall be granted at the Company's discretion. These personal days shall not be included for calculating overtime eligibility and shall not be used for discipline.

17.11 The Company shall provide the Union with a copy of its current policy concerning distribution of overtime.

17.12 The Company shall, effective as soon as practicable following a settlement of all matters in dispute, implement for all non probationary full-time employees in the bargaining unit a Group RRSP plan pursuant to which employees may, by payroll deduction, elect to contribute wages to the Group RRSP (subject to Revenue Canada maximums) and the Company shall contribute on an employee's behalf to the Group RRSP an amount equal to 25% of the first 6% of wages which have been contributed by the employee to the Group RRSP.

17.13 The Company will abide by all applicable Federal and/or Provincial Statutory requirements.

- 17.14 The Company will supply to each employee, cool drinking water and to further maintain in good repair (including cleaning) water fountains.
- 17.15 If the Ministry of Transportation brings in graduated licensing for AZ drivers, the Company will negotiate with the Union, and impact on the current Collective Agreement.

17.16 **Employee Involvement Fund:**

The Employee Involvement Fund is budgeted each accounting year at \$50/CN\$65 per employee per year. **No AFE** is required.

Functions must be open to all employees, although employee involvement for extraordinary events such as start-ups, physical inventories, etc. may be limited to those who participated. **Planned functions limited to one group or category of employees, such as management only Christmas parties, violate the spirit of this Policy and are not allowed.** Spouses of employees are strongly encouraged to attend events, and the planning of events generally should facilitate their inclusion.

In general, purchases and events that are allowed as Employee Involvement are:

3. Summer cookouts/picnics.
4. Holiday and/or Christmas celebrations.
5. Thanksgiving meals/banquets.
6. Coffee and donuts, muffins, bagels, etc. for Safety meetings.
7. Meals, e.g., pizza as recognition for extraordinary events, e.g., start-ups, wall-to-wall physical inventories, etc.
8. Team fees and cost for softball leagues, etc., provided all employees are eligible to be part of the team.

In general, purchases and events other than those described in this policy that are not allowed include:

1. Coffee and donuts, bagels, etc., that are only for administrative and management staff.
2. Clothing not from an approved Corporate Company clothing suppliers and approved AFE's.
3. Gifts
4. Gift certificates without AFE approval.
5. Turkeys and hams.
6. promotional gifts
7. Alcoholic beverages of any kind.
8. Cash
9. Any event or purchase that is exclusionary in nature or limited to only certain individuals or groups (when in doubt, consult the vice President-Quality and Development).

17.17 The Company will provide a weekly roster to the Union of all Agency personnel. Such roster shall provide name, classification, date of TNT assignment, and part-time or full time and leave replacement designation.

ARTICLE 18 - HUMANITY FUND

18.01 Effective September 4, 1995, the company agrees to deduct from the wages of each employee in the bargaining unit an amount of forty (\$0.40) cents per week prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to the United Steelworkers, National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made. The Company agrees to include the

employee's total yearly donation on the employee's T4 slip as a charitable donation. Charitable tax registration number 0744722-03-13.

ARTICLE 19 - HEALTH AND WELFARE

19.01 **EHT**

The Company agrees to continue EHT coverage at 100%.

19.02 **Dental**

The Company will pay benefits for the following procedures

- | | |
|---|------|
| (a) Type I (ex preventive or diagnostic) | 100% |
| (b) Type II (ex routine restorative) | 80% |
| (c) Type III (ex major restorative) | 50% |
| (d) Orthodontics--50% coverage with a maximum of \$1750.00 per year, per dependent child. | |

Type II and Type III procedures are subject to a \$50.00 deductible. Dental benefits for new employees commence after ninety (90) calendar days. Effective August 15, 2005 the Dental Plan shall be amended to provide an increase in the annual maximum benefit from \$1,750 to \$2,000.

19.03 **Vision Care**

The Company to provide two hundred (\$200.00) dollars every twenty-four (24) months per employee and per family member including the customary charge for one (1) eye exam per year per employee and per family member.

19.04 **Driver Medicals**

The Company agrees to reimburse drivers annually, up to one hundred (\$100.00) dollars for medicals.

19.05 Life Insurance

The Company shall provide life insurance coverage for each employee commencing ninety (90) calendar days after the employee's date of hire, in the amount of **\$25,000.00** life/**\$25,000.00AD&D** each year of the operation of this Agreement.

19.06 Weekly Indemnity – 100% Employer Paid Benefit

- (1) This benefit will not apply to you if you are a part-time employee.
- (2) 66-2/3% of weekly earnings rounded to the next higher \$1.00 (if not already a multiple) up to a maximum of \$1,000.00 or if greater, an amount equal to the maximum employment insurance benefit.
- (3) The Weekly Indemnity Benefit will provide you with regular weekly income while you are absent from work for brief periods of disability that occur while you are insured under this benefit. To qualify for benefits, you must be under the regular and personal care of a physician and your disability must prevent you from performing your regular job.
- (4) Payments will commence after the elimination period of three (3) days for accident or illness and will continue as long as you remain disabled, up to the maximum benefit period shown in the Benefit Schedule.
- (5) If you continue to be insured while on maternity or parental leave and you become totally disabled while on such leave, the elimination period of that disability will begin the day you are scheduled to return to work, provided you are still unable to work on that day due to the same disability.

19.07 Reduction of Benefit

Your weekly benefit will be reduced by any amount payable to you as a result of your disability under:

- (a) Any Workers' Compensation Act (or similar legislation); and
- (b) If the benefit period of this plan exceeds twenty-six (26) weeks, the Canada or Quebec Pension Plan (excluding benefits for dependents and any subsequent increase in benefits due solely to cost of living).

Your benefit amount will also be reduced by any indemnity for loss of time payable to you under the Quebec Automotive Insurance Act, the Ontario Motorist Protection Plan or any other no-fault automobile insurance plans indicated in the group policy

19.08 Limitations

No payments will be made:

- (a) During a formal maternity or parental leave as provided by law.
- (b) During a maternity leave:
 - Beginning on the earlier of the elected date and the date of birth of your child; and
 - Ending on the earlier of the elected date of return to work and the actual date you return to work with your Employer; (Elected dates are dates that are mutually agreed to by you and your Employer.)
 - During a parental leave as mutually agreed to by you and your Employer.

19.09 No payments will be made during a period during which you are entitled to any group long term Disability payments.

19.10 Exclusions

No payments will be made for any disability resulting directly or indirectly from:

- (a) intentionally self-inflicted injuries while sane or insane;
- (b) war (declared or not), military service, or participation in a riot, insurrection or civil commotion;
- (c) committing, or attempting to commit a criminal offence;
- (d) medical or surgical care which is cosmetic but excluding cosmetic care required as a result of an accident sustained while insured; or
- (e) any gainful employment, if at the time of commencement of total disability, you were eligible for, but not insured for, coverage under any Worker's Compensation Act, (or similar legislation).

19.11 Recurrent Disability

If, within 14 days of returning to work you are again disabled due to the same or related cause, payments for the balance of the benefit period will resume immediately.

19.12 Extension of Benefit After Termination

If you are disabled on the date your insurance terminates, you will continue to be covered for that disability as if the benefit were still in force, provided the disability continues uninterrupted and premiums continue to be remitted.

19.13 How to Claim Benefits

Claim forms are available from your Employer and should be submitted to The Insurance Company within 60 days of the date your disability commenced. Proof of a continuing disability will be required from time to time.

19.14 Dispensing Fee for Prescription Drugs

Each full time employee is entitled to a Prescription (PC) Card. For each prescription drug purchased the card must be given to the pharmacist and a deductible of \$2.00 paid. The Company shall pay up to \$10.00 of the dispensing fee for prescription drugs and the Employee must pay the amount of each dispensing fee in excess of \$10.00. There are no other charges and the PC card may be used as many times as necessary throughout the year. Prescription card benefits for new employees commence after ninety (90) calendar days.

19.15 The Company agrees that any Prescription Drug required shall be dispensed according to the Doctor's written instructions. If the Doctor specifies NO GENERICS, the Pharmacist shall adhere to the instructions. These prescriptions shall be covered by the plan.

19.16 It is understood and agreed that only full time employees who have successfully completed the probationary period shall have access to the benefit plans in this Article as provided by the insurer and outlined in the benefits booklet attached to this agreement as Appendix "A". The employer may substitute another carrier provided the benefit levels remain the same.

19.17 For employees who have completed probationary period, coverage under the aforementioned benefit plans shall continue during a period of layoff to the end of the calendar month

following the month of the layoff and during a period of absence due to illness, to the end of the third calendar month following the calendar month of the commencement of such absence.

19.18 Semi-private Coverage

The Company will provide Semi-private hospital coverage for all employees and their family members.

ARTICLE 20 -JURY DUTY

20.01 Each seniority employee who is summoned to and reports for jury duty, or as a court witness, as prescribed by applicable law (subject to the eligibility requirements in (a), (b) and (c) shall be paid by the Company the difference between the employee's regular base rate, exclusive of premiums for the number of hours up to eight (8), regardless of shift, that he otherwise would have been scheduled to work and the daily jury fee paid by the Court (not including travelling allowance or reimbursement of expenses). The Company's obligation to pay an employee for jury duty under this Section is limited to a maximum of thirty-five (35) days in any calendar year and in order to receive payment under this Section, an employee must meet all the following eligibility requirements:

- (a) The employee shall have given twenty-four (24) hours notice to the Company that he has been summoned for jury duty.
- (b) The employee shall furnish satisfactory evidence to the Personnel Manager that he reported for and performed jury duty on the days for which he claims payment.
- (c) The employee would otherwise have been scheduled to work for the Company on the day or days for which he claims payment.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 Personal Leaves

An employee may be allowed a maximum of forty (40) calendar days' leave of absence once over the life of the Collective Agreement without pay for personal reasons if:

- (a) They request it in writing from Management.
- (b) The leave is for a good reason, except in emergency situations when leave shall be granted in any event. An employee requesting such a leave should give as much notice as possible and except for emergencies must make his request at least fourteen (14) days prior to the date upon which leave is to commence.
- (c) Not more than three (3) employees from the plant and not more than one (1) employee from any one (1) department may be on such leave of absence at any one time for personal reasons.

21.01 An employee shall not be granted a leave of absence for the purpose of taking other employment and the employee shall be deemed to be terminated if he accepts other employment during the leave of absence.

21.02 A leave of absence may be extended for additional time or additional leave may be requested in emergency situations if the circumstances are beyond the control of the employee. The employee must request this extension in writing, or by another communication means, as soon as possible prior to the termination of their leave. The approval by the Company will not be unreasonably withheld.

21.03 The Unit Chairperson will be notified of all leaves granted under this section.

21.04 Union Leave of Absence

- (a) Employees who have been elected or appointed by the Union shall be granted an unpaid leave of absence by the Company to conduct Union business and to attend Union conventions or conferences. This leave will be limited to a total of five (5) employees at any one time.
- (b) The Unit Chairperson may apply in writing to the Contract Manager of the Company to take Union leave without pay for the purposes of attending Union sponsored conventions, seminars or training sessions. Such application must, whenever possible, be made at least four weeks in advance of the proposed leave. The Contract Manager shall not unreasonably deny the leave application taking into account operational needs. The Unit Chairperson may take up to a maximum of sixty (60) working days of such leave without pay per calendar year.
- (c) Union leaves for the Unit Chairperson or Chief Steward for the purpose of employment with the Union for periods of up to three (3) years may be requested by the Union Staff representative or the Local Union president. Any such leaves, which are granted in writing by the Company, shall be without pay or benefits but without loss of Seniority. The employee on such leave may not be employed elsewhere, other than directly by the Union, during such leave. Such employee may cancel such leave and return to his prior job with the Company upon providing the Company with at least four (4) weeks written notice.

21.05 The Union will notify the Company in writing, as early as possible, but not later than five (5) days prior to the start of the leave, of

the names of the employees requiring leave, except in cases of emergency where the leave shall be granted in any event. Seniority, Group RRSP Plan and all other benefits will accumulate during such period.

- 21.06 The Company agrees to continue the pay of any employees absent from work on Union business and the Union will reimburse the Company for such wage payment upon receipt of a monthly statement. A leave of absence form must be completed and authorized by the Union and Company prior to any absence for Union business. The Union agrees to save the Company harmless from any liability arising from making the payment hereunder.

ARTICLE 22 – ANTI-SEXUAL & ANTI-RACIAL HARASSMENT POLICY

- 22.01 The employer shall maintain a working environment which is free from sexual and/or racial harassment. Harassment is a form of unlawful discrimination. For these purposes the term "harassment" includes but is not necessarily limited to:

Demanding or requesting sexual favours with an implied threat or overt threat concerning the terms or conditions of someone's employment.

- Unwelcome sexual advances or propositions made by a person who knows or ought reasonably to know that such attention is unwanted.

Verbal comments, including joking or teasing about someone's body clothing or sexual activity.

Unwelcome physical contact, implied or expressed promise of reward for complying with a sexually oriented request.

Repeated demeaning of a person or persons on the basis of a prohibited ground.

Sexual and/or racial remarks and behaviour which may

- reasonably be perceived to create a negative psychological and emotional environment for work.
- Company agrees to negotiate formation of committee within forty **(40)** days of effective date of contract.

ARTICLE 23 – WSIB PROCEDURE

23.01 The Company will provide the injured worker with the "WSIB Functional Abilities" form to take to the treating physician. Upon return of the form the Employer will attempt to provide such suitable and meaningful work as is available.

23.02 Payment for Injured Employees

In the event that an employee is injured in the performance of his duties, he shall, to the extent that he is required to stop work and receive treatment, be paid for wages for the remainder of his shift. If it is necessary, the employer will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the workplace and/or to his home if necessary.

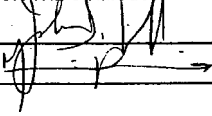
23.03 An Early and Safe Return to Work Committee to **be** put in place with equal representation from the Union and Management. The purpose, structure, rules and responsibilities, etc., to be negotiated."

ARTICLE 24 - DURATION

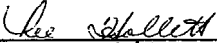
24.01 This Agreement shall remain in effect up to and including August 15, 2008. Notice to bargain shall be sent to the other party within ninety (90) days of the termination date of this Collective Agreement noted herein.


DULY EXECUTED BY THE PARTIES HERETO AT BRAMPTON,
THIS 11 DAY OF APRIL, 2006.

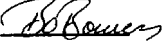
FOR THE COMPANY



FOR THE UNION







SCHEDULE "A"
WAGES

WAGES	Current Rate	Aug. 15, 2005	Aug. 15, 2006	Aug. 15, 2007
Drivers	\$17.20	\$18.25	\$18.50	\$18.75
Maintenance	\$17.20	\$18.25	\$18.50	\$18.75
Forklift Operators	\$15.00	\$16.60	\$17.10	\$17.60
Warehouse	\$15.00	\$16.30	\$16.80	\$17.30

Retroactive payment shall be paid on November 30, 2005 on a separate cheque.

Tier Rates

1. Warehouse – FullTime

The rates of pay for warehouse full-time employees during the first eighteen (18) months of employment with the Company shall be at the following percentage of the above-noted rate of pay for warehouse full-time employee:

<u>Period of Employment</u>	<u>Applicable Percentage</u>
First Six Months of Employment	85%
7 th to 18 th Month Inclusive of Employment	92 ½ %
18 Months on of Employment +	100%

2. Driver – Hourly – Full-Time

The rates of pay for driver-hourly full-time employees during the first twelve (12) months of employment with the Company shall be at the following percentage of the above noted rate of pay for driver-hourly full-time employee:

<u>Period of Employment</u>	<u>Applicable Percentage</u>
First Six Months of Employment	90%
7 th to 12 th Month Inclusive of Employment	95%
After 12 Months Employment	100%

Part Time/Temporary Employees

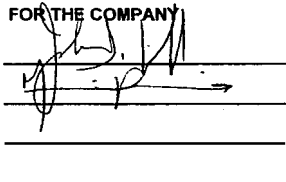
All part time or temporary employees shall be compensated at eighty-five percent (85%) of the warehouse rate of pay if assigned as a warehouse part time or temporary employee and at ninety percent (90%) of the driver rate of pay if assigned as a driver.

**LETTER OF UNDERSTANDING NO. 1
RE: OVERTIME**

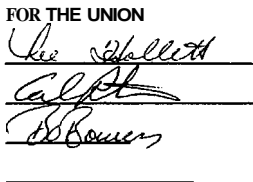
It is understood that by ratification of this Agreement that TNT LOGISTICS NORTH AMERICA, INC. will be applying for an Ontario Provincial Permit for an extension on the maximum hours of work to allow for a maximum of one hundred (100) hours of overtime per employee per year.

The ratification signifies the employee's understanding and agreement as required by the Ontario Government for permit purposes.

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING NO. 2
RE: USE OF AGENCY PERSONNEL

1. It is understood and agreed that the Company's primary mandate is to maintain a work force sufficient in numbers to serve the needs of the customer, which are paramount, at all times. It is also recognized that the needs of the customer may fluctuate from time to time and the Company must be able to meet these fluctuating needs.
2. It is recognized that the Company has, in the past, used individuals supplied by an Agency' for driving purposes and/or warehouse purposes and shall continue to do so subject to the terms of this Letter of Understanding.
3. It is agreed and understood that individuals supplied by an Agency' for driving and/or warehouse purposes are not employees of TNT LOGISTICS NORTH AMERICA, INC. pursuant to the terms of any labour legislation or this Collective Agreement, either directly or indirectly. Individuals supplied by an Agency are therefore not covered by the terms of this Collective Agreement and are not entitled to any of its provisions.
4. It is agreed and understood that the operation of this Letter of Understanding shall not result in any overtime or other premium pursuant to the terms of the Collective Agreement for any employees of the Company, except as expressly provided for herein.
5. It is agreed and understood that based on the Company's primary mandate stated above, the use of agency individuals will be restricted to the extent necessary to maintain a sufficient workforce as determined by the Company to meet the customer needs, as they may fluctuate from time to time. Agency personnel will therefore be utilized in cases of illness, vacation, workers compensation leaves, pregnancy and parental leave, personal

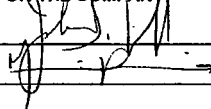
leaves of absence or any other absence from the workforce which leaves the Company short of necessary personnel to meet the Customer's needs. Agency personnel shall also be used in circumstance where, despite the Company's efforts it is unable to recruit sufficient personnel determined by the Company to meet its needs.

6. The parties agree that any given Agency individual will be utilized to a maximum of three (3) continuous calendar months. This restriction shall not apply to an individual supplied by the Agency to replace an employee on pregnancy/parental leave or on a workers' compensation leave. At the beginning of the three continuous calendar month period, the Agency individual will be given the opportunity to apply for a position. If not accepted by the Company in its sole discretion, the Agency individual will be returned to the Agency at the end of the third continuous calendar month period. For current Agency individuals the three (3) month time period shall commence on the date of signing the new Collective Agreement.
7.
 - (a) If an employee is absent for any reason, except in the case of a permanent vacancy, the Employer will first make an offer to a part-time employee in the classification required by the employer who is not scheduled to work the required shift. The part time employee's hours shall not exceed the maximum hours permitted by the Ministry of Transportation of Ontario and/or Labour Canada.
 - (b) If no part-time employee is available to work the Employer will give the opportunity to an Employee in the classification required by the Employer to cover for his relief, and to continue to work beyond his regular shift into the next shift to the extent that such additional hours, together with that employee's scheduled hours for that week do not exceed the maximum hours permitted by the Ministry of Transportation of Ontario and/or Labour Canada.

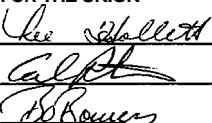
- (c) Once paragraphs (a) and (b) have been applied, additional hours not covered shall be covered by the use of agency personnel.
- (d) In the event of a permanent vacancy, the Employer will cover the hours by applying (b) (only Full Time Employees) and then (c) (Agency individuals) above.

8. It is agreed and understood that this Letter of Understanding supersedes any and all settlements and/or arbitration awards concerning the use of agency personnel and in particular an award of Roger Young dated November 24, 1993 incorporating a settlement dated November 18, 1993. It is also agreed and understood that grievances 202, 204, 92994 and 111694 and any continuing grievances that are incorporated into these grievance currently before Roger Young are hereby withdrawn by the Union and the Company is under no liability whatsoever with respect to the issues raised in these grievances.

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING NO. 3
RE: ARTICLE 15 – HOURS OF WORK – OVERTIME

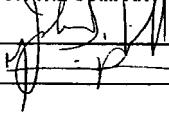
THREE SHIFT OPERATION

It is acknowledged and agreed by the parties that the Company has the management right to, from time to time, schedule different hours of work and shifts in order to meet its obligations to its customers. The Company has informed the Union of the necessity of implementing a three shift operation replacing the current two shift operation, effective in or about July, 1998 on an indefinite basis. To this end, while the three shift operation is in effect, all of the existing provisions of Article 15 – Hours of Work – Overtime of the Agreement shall continue to apply, subject to the following provisions which shall apply to give effect to the three shift operations:

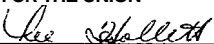
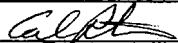
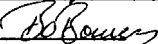
1. There shall be a continuous operation of three eight (8) hour shifts, Monday to Friday with starting and quitting time to be as determined by the Company from time to time.
2. While on the three shift operation, all affected employees will be allowed on each shift two **(2)** ten (10) minute paid breaks and a twenty (20) minute paid meal break, with all breaks to be scheduled by the Company at such times **as** to least interfere with productions on the same basis as breaks **as** scheduled pursuant to Article 15.03.
3. The Company may, at any time, terminate the three (3) shift operation in which case the provisions of this Letter of Understanding will cease to apply until such time **as** the Company chooses to resume the three shift operation.

NOTE: The forgoing hours of work do not have to apply to all employees. For example, certain truck drivers will continue to work shifts of ten (10) hours or more including a thirty (30) minute unpaid meal

FOR THE COMPANY



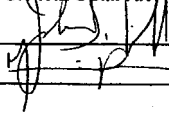
FOR THE UNION

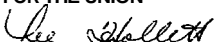
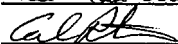
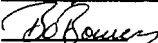
LETTER OF UNDERSTANDING NO. 4
RE: WAGES HOLDBACK

If the Company should go to an additional week hold back of wages, the Company and the Bargaining Committee will agree to negotiate on how to transition this change. Both parties must agree on the method before any change can be made.

FOR THE COMPANY



FOR THE UNION

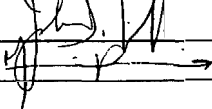




LETTER OF UNDERSTANDING NO. 5

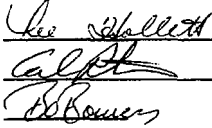
RE: SATURDAY OVERTIME

It is understood and agreed that pursuant to Article 15 – Hours of Work – Overtime, employees are only entitled to receive overtime pay for hours worked on a Saturday which are in excess of forty (40) hours in one payroll a week or in excess of eight (8) hours worked in one work day (in excess of eight (8) hours worked (in the case of truck drivers). Notwithstanding this, the parties agree that where a warehouse employee would have been entitled to be paid at the applicable overtime rate for work on a Saturday but for the fact that his/her hours in the payroll week do not exceed forty (40) hours worked solely because the employee lost regular hours during that payroll week by reason of downtime at the Customer's plant, then such employee shall be deemed to have worked such hours lost due to such down time not for the purpose of entitlement to payment for such hours, but solely for the purpose of the entitlement to payment of overtime at the applicable rate on Saturday.

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING NO. 6

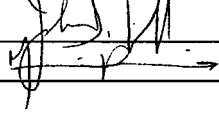
RE: SHUNTERS

This Agreement shall form part of the Collective Agreement, effective January 19, 1999.

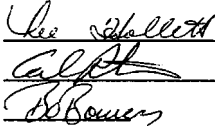
Whereas, the Company has advised the Union that it intends to cease contracting out of shunting work:

1. The parties hereby confirm their agreement that such shunting when performed by employees of the Company is Bargaining Unit work.
2. Such Bargaining Unit positions shall be filled in accordance with the Collective Agreement.
3. Should the Company be unable to fill these vacancies with seniority employees the Company may fill any remaining vacancies in accordance with the Collective Agreement.

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING NO. 7

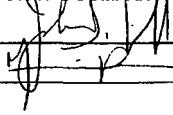
RE: MODIFIED WORK PROGRAM

This Agreement shall form part of the Collective Agreement, effective June 2003.

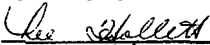
Whereas, the Company has advised the Union that it intends to accommodate injured workers that are participating in the Modified Work Program.

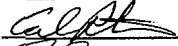
1. The parties hereby confirm their agreement that such injured workers will be eligible to work during mandatory production days. Mandatory production days may include Saturday and Sunday production.
2. Both parties agree that it is the responsibility of the injured worker to provide the Employer with Functional Abilities information to support the injured workers in working more than 40 hours.
3. Should an injured worker have their medical restrictions change, they must provide an updated medical form stating this.
4. Injured workers requesting scheduled days shall be required to complete a "Request for Leave" form to be submitted to their supervisor for approval.

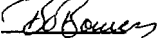
FOR THE COMPANY



FOR THE UNION







LETTER OF UNDERSTANDING NO. 8

WHEREAS the Collective Agreement for certain health and welfare benefits under Article 19 of the Collective Agreement;

AND WHEREAS under the terms of the Collective Agreement those benefits continue during a period of layoff to the end of the calendar month following the layoff;

AND WHEREAS the Employer laid off approximately 250 employees in or around August of 2003 and some have been subsequently recalled;

AND WHEREAS the benefits of those employees still on layoff will terminate in accordance with the terms of the Collective Agreement on or about October 31, 2003;

AND WHEREAS the Employer has indicated that the remainder of the laid off employees are likely to be recalled to work by January of 2004;

AND WHEREAS employees wish to have the option of continuing their benefit coverage during the months of November and December of 2003;

IT IS THEREFORE AGREED:

1. Employees who are currently laid off by the Employer shall have the opportunity to pay the premiums for the drug, dental and life insurance benefit coverage as provided in the Collective Agreement for the months of November and December of 2003.

2. The cost of coverage for such benefits is as follows:

<u>Single Person:</u>	\$41.98	Health
	\$30.71	Dental
	\$ 3.45	Life Insurance
	\$ 6.09	Tax (8%)


Total \$82.23

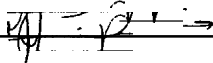
<u>Family:</u>	\$114.72	Health
	\$ 78.72	Dental
	\$ 3.45	Life Insurance
	\$ 15.75	Tax (8%)

Total \$212.64

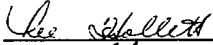
3. Employees shall have to pay the premiums for both months of coverage to the Employer by no later than October 31, 2003. Once paid by the employee, the Employer shall ensure that employees have drug, dental and life insurance coverage in accordance with the Collective Agreement for the months of November and December 2003.
4. This Letter of Understanding is incorporated and forms part of the Collective Agreement and is enforceable thereunder.
5. This Letter of Understanding is without prejudice or precedent to any future dealings between the parties.


FOR THE COMPANY

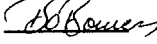




FOR THE UNION







LETTER OF UNDERSTANDING NO. 9

WHEREAS a bargaining unit employee (Randy Cooper) has been performing all the duties and responsibilities of a "Maintenance Coordinator", and;

WHEREAS the Employer has proposed this job represents a salaried position excluded from the terms of the "Collective Bargaining Agreement" and;

WHEREAS the Union proposes this job remain in the bargaining unit as it has been and Randy Cooper be recognized for the performance of the duties and responsibilities for the previous four (4) years, and;

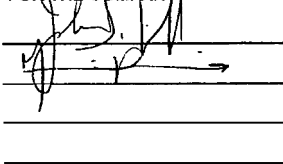
WHEREAS the parties are desirous of resolving this issue without litigation.

THE PARTIES AGREE AS FOLLOWS:

1. The position of "Maintenance Coordinator" shall be added to the "Collective Bargaining Agreement" as a position under "Schedule "A".
2. The Union agrees that the position of "Maintenance Coordinator" shall not be subject to the posting procedure in recognition of the fact the current employee (Randy Cooper) has been performing this job successfully.
3. The Company agrees that this is recognition of an existing position that should be added to the Collective Agreement with the hourly rate of pay being set at \$17.20 per hour for the term of the Agreement.
4. The parties agree that the current incumbent (Randy Cooper) shall be deemed as the employee holding this position and therefore not subject to the posting procedure.

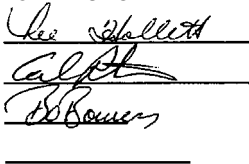
5. The Company agrees that should there be the need to increase the maintenance department in the future, any subsequent vacancies shall be posted under the terms of the Agreement.
6. The Union and Company agree that should the current incumbent leave the position of "Maintenance Coordinator" the vacancy shall be posted.

FOR THE COMPANY



Handwritten signature for the company, consisting of several overlapping loops and a long horizontal stroke extending to the right. The signature is written over three horizontal lines.

FOR THE UNION



Three handwritten signatures for the union, each written over a horizontal line. The first signature is 'Lee Walcott', the second is 'Alph', and the third is 'B. Bowers'.

LETTER OF UNDERSTANDING NO. 10

WHEREAS, TNT Logistics North America Inc. ("TNT" of the "Company") and United Steelworkers (the "Union") are parties to a Collective Bargaining Agreement that expires on August 15, 2005; and

WHEREAS, TNT and the Union desire to clarify the scope of the Collective Bargaining Agreement to encompass TNT hourly employees performing welding services on behalf of TNT;

THEREFORE, TNT AND THE UNION AGREE AS FOLLOWS:

1. Schedule "A", attached and incorporated into the Collective Bargaining Agreement, is hereby expanded to include an additional hourly employee classification for welders. TNT and the Union agree that the hourly rate for this classification


is \$18.45 CN per hour. The hourly rate will remain effective from the date of execution of this Letter of Understanding until the date of expiration of the Collective Bargaining Agreement. Hourly employees in the welder classification shall be eligible for participation in all TNT health and welfare plans provided in the Collective Bargaining Agreement subject to any contractual participation requirements.

Welders scheduled for the midnight shift shall receive a shift premium of twenty-five cents (\$0.25) per hour.

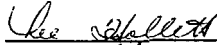
2. Overtime eligibility and layoff and recall rights shall be controlled by seniority with the welder classification. There shall be an addition of one (1) welder on the Union Negotiating Committee.
3. All remaining provisions of the Collective Bargaining Agreement and Letters of Agreement reached by the parties will remain in full force and effect during the life of this Letter of Understanding and are in no way modified, waived or amended except as expressly provided for herein.


WHEREAS, THIS LETTER OF UNDERSTANDING HAS BEEN EXECUTED BY THE DULY AUTHORIZED REPRESENTATIVES OF TNT AND THE UNION.

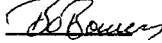
FOR THE COMPANY



FOR THE UNION







LETTER OF UNDERSTANDING NO. 11

WELDER TRAINEE PROGRAM

WHEREAS, TNT Logistics North America Inc. ("TNT" or the Company") and United Steelworkers (the "Union") are parties to a Collective Bargaining Agreement that expires on August 15, 2005; and

WHEREAS, TNT and the Union desire to enter into a Welder Trainee Program for TNT Employees.

Eligibility

- * Full Time TNT employees, dependant on skill and ability in the ENA Manufacturing Operation (cell operators), as a Welder Trainee.
- * Only those with necessary skill and ability will be considered for this training program.
- * An evaluation process will be performed by ENA and TNT management, on individuals who have signed, the posting, as per the CBA, Section 3.01 (d).
- * The Employer shall give the preference, if any, to the senior applicant to perform the job in question. Should an applicant be unsuccessful, the preference shall go to the next successfully evaluated applicant, based on the sole discretion of the Employer.

Seniority

- * The employees selected to enter the Welder Trainee Program, will be "Dove Tailed" to the Welder Seniority list, 90 days after the successful completion of the program, with their current start dates.
- * The selected employees will be removed from the Warehouse Classification Seniority List upon entering the Training Program.

- * For the duration of the training program and the 90 day probationary period after successfully completing the program, the selected employees will be added to the bottom of the Welders Seniority List.
- * The employees current start date will remain, but will not supercede their position on the Welders Seniority List, until the 90 day probationary period, after successful completion of the training program.
- * In the event the Employer determines that such applicant is unable to perform all aspects of the **job** in the manner satisfactory to the Employer, during the Training Program, the employee shall be returned to their original classification (Warehouse), with current start date.
- * Or in the event that the employee decides that he/she no longer wishes to perform the job, during the Training Program, he/she will be transferred back to their original classification (Warehouse), with current start date.
- * If employee is transferred back to original classification, by Employer or employee decision, he/she will be entitled to post into a vacant position on their current shift.

Wages

The rate of pay for the Welder Trainee, hourly full-time employees, during the 13 week Training Program with the Company, shall be at the following percentage of the Welder rate of pay, as per CBA Letter of Understanding – Re: Welders:

<u>Period of Employment</u>	<u>Applicable Rate Percentage</u>
Start of Training Program	85.0% (\$15.68 per hour)
7 weeks to 13 weeks	92.5% (\$17.07 per hour)
After 13 weeks	100% (\$18.45 per hour)

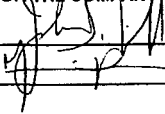
Applicable shift premiums for welders will apply

There will be no Part-time/Temporary Employee, Welder Trainee positions.

All remaining provisions of the Collective Bargaining Agreement and Letters of Agreement reached by the parties, will remain in full force and effect during the life of this Letter of Understanding and are in no way modified, waived or amended except as expressly provided for herein.

WHEREAS, THIS LETTER OF UNDERSTANDING HAS BEEN EXECUTED BY THE DULY AUTHORIZED REPRESENTATIVE OF TNT AND THE UNION.

FOR THE COMPANY



FOR THE UNION

