

AGREEMENT	U210071		
DATE	08	05	17
TERM	03	05	17
No. OF EMPLOYEES	30		
NOMBRE D'EMPLOYÉS	AA		

COLLECTIVE AGREEMENT

between

XTL TRANSPORT INC.

MAINTENANCE

- and -

THE CANADA COUNCIL OF TEAMSTERS

EXPIRY DATE: MAY 17, 2003

10284(02)

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ARTICLE 1

PREAMBLE AND RECOGNITION

Section 1.1 - Union Recognition

The Company does hereby recognize the Union as the exclusive bargaining agent for "all mechanics, and helpers of XTL Transport Inc. in the Provinces of Ontario and Quebec, excluding supervisors, those above the rank of supervisor, office and sales staff, and those employees covered by a subsisting collective agreement".

Section 1.2 - Effective Date

It is further agreed that the effective date of this Collective Agreement shall be May 17, 1998 and that the term shall be from this date to May 17, 2003.

Section 1.3 - Date of Application

All terms and conditions of this Agreement will apply effective May 18, 1998.

Section 1.4 - Section Headings

The Section Headings shall be used for the purpose of reference only and may not be used as an aid to the interpretation of this Agreement.

ARTICLE 2

UNION SECURITY

Section 2.1 - Maintenance of Membership

It is agreed that all Union members shall maintain their Union membership in good standing for the duration of this Agreement as a condition of employment.

Section 2.2 - Union Dues Authorization

All employees hired prior to the date of the signing of this Agreement must, as a condition of their continued employment, authorize the Company to deduct from their pay on the pay day the Local Union's dues deductions are made, an amount equal to the Local Union's monthly dues for the duration of the Agreement as their financial contribution to the Local Union.

§ 2. - Initiation F d

All employees hired shall, as a condition of continued employment, authorize the Company to deduct the amount equal to the Local Union's Initiation Fees in instalments of twenty-five dollars (\$25.00) per week after the completion of the probationary period. This deduction shall continue until the Initiation Fee is paid in full. The Company agrees to remit such monies **so** deducted **to** the Head Office of the Local Union along with a list of the employees from whom the money was deducted at the same time **as** the Union dues are remitted.

Section 2.4(a) - Monthly Deduction of Union Dues

The Company agrees, for the duration of this Agreement, to deduct from the last pay cheque each month the monthly dues of any employee covered by this Agreement, and to remit such monies **so** deducted to the Head Office of the Local Union along with a list of the employees from whom the monies were deducted not later than the tenth (10th) day of the month following the date upon which such monies were deducted. The checkoff list will include social insurance numbers and names designated by terminals within the jurisdiction of each Local Union. In the case of an employee on Workers' Compensation, the checkoff shall indicate that such employee is on "W.C.B.",

Section 2.4(b) - Deduction of Arrears Items

The Union will notify the Company in writing of any arrears in dues caused for any reason or any arrears in initiation or re-initiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate Local Union's rate.

Section 2.4(c) - Checkoff Lists

The Union checkoff form may be (i) a Union provided form, (ii) a Company provided form, (iii) a pre-billing method, which shall provide a column for "Dues", "Arrears in Dues", "Initiation and Re-Initiation Fees". The Company shall each month add the name of each new employee hired on since the remittance of the previous checkoff along with the starting date and the Company shall give an explanation alongside the name of each employee who appeared on the previous month's checkoff sheet for whom a remittance is not made for any reason.

Section 2.4(d) - Forms to be Signed by New Employees

The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms, and Dues Deduction Authorization Forms all of which shall be signed by all new employees on the date of hire. It will be the responsibility of the Company to ensure that all completed Applications for Membership Forms are returned to the Union. All forms shall be returned to the Union within seven (7) days from the date of hire.

Section 2.4(e) - Scope of Union Dues Deductions

The deduction of Union dues shall be made from every employee including, but not limited to, probationary employees. In the event that a probationary employee fails to complete his probationary period, Union Dues will be deducted from his final pay cheque.

Section 2.4(f) - Submission of Checkoff

The checkoff and cheque for the Union dues deducted must be in the office of the Local Union not later than the tenth (10th) day of the month following the month in which the monies were deducted.

Section 2.4(g) - T4 Slips

The Company shall show the yearly Union monthly dues deductions on employees' T4 slips.

Section 2.4(h)

Commencing during the first year of this Agreement, the Company agrees that employees who are off work due to sickness, injury and/or Workers' Compensation, shall not have Union dues or initiation fees deducted from any General Holiday payments.

ARTICLE 3

MANAGEMENT FUNCTIONS

Section 3.1 - Management Functions

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

Section 3.2 - Rights of Employees

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

ARTICLE 4

DISCRIMINATION

Section 4.1 - Right of Access for Union Representatives

Representatives of the Local Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement, provided they do not interfere with the normal operation of the Company.

ARTICLE 5

INTENT AND PURPOSE

Section 5.1 - Intent and Purpose

The intent and purpose of this Agreement shall be to promote and improve industrial and economic relations in the Industry, to establish and maintain discipline and efficiency and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment which will render justice to all. The parties hereto desire to co-operate in establishing and maintaining proper and suitable conditions in the Industry, to provide methods of fair and peaceful adjustments of all disputes which may arise between them, and to foster goodwill and friendly relations and better understanding between the parties.

ARTICLE 6

STEWARDS

Section 6.1 - Right of the Union to Appoint Stewards

The Company acknowledges the right of the Union to appoint one (1) Steward for maintenance employees and, if the operations are such as cannot be covered by this Steward, additional Stewards may be appointed.

Section 6.2(a) - Pay for Processing Grievances
During Working Hours

Wherever possible grievances shall be processed during the normal working hours of the Steward. A Steward shall receive his regular rate of pay when grievances or pending grievances are processed with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company.

Section 6.2(b) - Pay for Processing Grievances
After Working Hours

If the Company representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be paid at his regular rate of pay for all time spent during the processing of the grievance with the Company on the Company property or at any other place which is mutually agreed upon by both the Union and the Company.

Section 6.2(c) - Limitation in Payment of Steward

The provisions as outlined in Section 6.2(b) are not subject to daily call-in guarantee as outlined in Section 20.2(c), or the overtime provisions as outlined in Section 20.2(a) or Section 20.2(e). In no case shall payment to the Steward for time used in processing a grievance be extended beyond Step 2 of the Grievance Procedure as outlined in Section 7.2(b).

Section 6.2(d) - Steward Duties

Should the Company find that a Steward's activities interfere with the normal course of his duties or the duties of other employees, the Company may contact a representative of the Local Union and/or register a grievance commencing with Step 2 of the Grievance Procedure as outlined in Section 7.2(b).

Section 6.3 - Names and Changes of Stewards

The Union will inform the Company in writing of the name of the Steward and any subsequent change in the name of the Steward. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.

Section 6.4 - Suspension or Discharge of Steward

The Company will notify the Union by registered mail or facsimile prior to the suspension or discharge of a Steward. Failure of the Company to comply with this procedure shall render the dismissal or suspension null and void.

Section 6.5 - Work Sheets and Time Cards

For the purpose of processing specific grievances or disputes, Business Representatives and Stewards shall have relevant work sheets, time cards and personnel disciplinary records made available to them on request immediately at the head office terminal during the office hours of the Company and at other terminals within three (3) working days.

ARTICLE 7

GRIEVANCE PROCEDURE AND ARBITRATION

Section 7.1 - What Constitutes a Grievance

A grievance shall consist of a dispute concerning interpretation and application of any clause in this Agreement, alleged violations of the Agreement, and alleged abuses of discretion by supervision in the treatment of employees contrary to the terms of the Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the Grievance Procedure and determined, if necessary, by Arbitration.

Section 7.2 - Grievance Procedure

There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps:

Section 7.2(a) - Step 1 - Branch Manager or Designate

By a conference between the aggrieved employee and the Branch Manager or his designate. Failing settlement, the grievance must be submitted in writing within seven (7) calendar days from the date of the alleged violation of the Agreement or from the date that the alleged violation became known to the grievor, but in no case more than thirty (30) days. The seven (7) days and thirty (30) days limitations provided above shall not deprive an employee or the Union of the right to register a retroactive claim for Health and Welfare or O.H.I.P. premiums where such premiums, contributions or allowances have not been paid in line with the provisions of this Agreement. Nor shall the limitations apply to laid off employees claiming that they have not been recalled in line with the provisions of Article 9. The grievor shall be accompanied by a Union Steward and, if deemed necessary by the Union, he shall also be accompanied by a Business Representative of the Union.

Section 7.2(b) - Step 2 - General Manager or Designate

Failing settlement at the above step, the Branch Manager shall render his decision in writing and shall refer the grievance to and arrange a meeting between the Union and the General Manager or his designate within seven (7) days of the date that the grievance was registered in writing. This meeting shall be held in the locale of the terminal involved unless otherwise agreed. The General Manager or his designate shall render his decision in writing within seven (7) days from the date that the grievance was referred to him.

Section 7.2(c) - Step 3 - Ontario Provincial Grievance Panel

Should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to an Arbitration Board as outlined below.

Before submitting the grievance to arbitration, the dispute shall, if mutually agreed, and in accordance with procedures outlined in Section 7.5 be brought to the attention of an Ontario Provincial Grievance Panel. The Ontario Provincial Grievance Panel will render a decision unless it is dead-locked, which shall be final and binding and have the same judicial powers as a Board of Arbitration established under the following provisions. This Ontario Provincial Grievance Panel shall be comprised of four **(4)** persons, two (2) of whom shall be selected from Management and two (2) from the Local Unions; in the event four **(4)** persons are not available, the Ontario Provincial Grievance Panel shall be comprised of two (2) persons, one (1) of whom shall be selected from Management and one (1) from the Local Unions.

It is further agreed that the Companies and the Local Unions shall name only experienced representatives who are engaged in the day to day administration of this Agreement as nominees to the Ontario Provincial Grievance Panel as required. It is understood that in the selection of the representatives the Companies **will** not name a representative from the Company involved nor will the Union name a representative from the Local involved.

It is further agreed that in the event that any Ontario Provincial Grievance Panel is unable to render a majority decision, the grieving party must within fourteen **(14)** calendar days of the date the Ontario Joint Grievance Committee declares a dead-lock, unless they wish to withdraw the grievance, proceed to Arbitration as outlined in Section 7.5.

Section 7.3 - Procedure for Union or Company Grievance

In the event the Union or the Company has a grievance, it shall be the responsibility of the grievor to advise the other party in writing within seven (7) calendar days of the alleged violation of the Agreement, and by such notification arrange a meeting within fourteen (14) calendar days between the General Manager or his designate and a duly accredited principal officer of the Local Union or his designate. Should the grievor fail to reach a satisfactory settlement, the grievance may be submitted to a Board of Arbitration as outlined in Section 7.2(c).

Section 7.4 - Discharge and Suspension Grievances

Grievances dealing with discharges and suspensions shall be registered in writing within seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) from the time of the discharge or suspension and shall commence with Step 2 of the Grievance Procedure as outlined in Section 7.2(b).

Section 7.5 - Procedure for Arbitration

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

1. an employee grievance within fourteen **(14)** calendar days after the General Manager or his designate has rendered **a** decision or failed to render a decision as provided for in Section 7.2(b);
2. **a** Company grievance within fourteen **(14)** calendar days after the meeting with the Union representative;
3. a Union grievance within fourteen **(14)** calendar days after the meeting with the Company's representative.

Section 7.5(a)

Unless otherwise agreed in accordance with Section 7.5(b), a notice of intent to arbitrate under Section 7.5 shall contain the name of the aggrieved party's nominee to the Board of Arbitration and within seven (7) calendar days from the receipt of the notice of intent to arbitrate, the other party must in turn name their nominee. A third member to act as Chairman shall be appointed by the respective nominees. Should either party fail to name their nominee within the required seven (7) calendar days or should the nominees fail to select a Chairman within thirty (30) calendar days from the date of their appointment, either party or their nominee shall request the Minister of Labour to make the appropriate appointment.

Section 7.5(b)

Within seven (7) calendar days of receipt of the notice of intent to arbitrate under Section 7.5 the grieving party may elect to proceed to arbitration by a one person Board of Arbitration. Should the parties fail to appoint a one person Board of Arbitration within thirty (30) calendar days either party shall request the Minister of Labour to make the appropriate appointment.

Section 7.6 - Powers of Board of Arbitration

The Board of Arbitration shall not have the right to alter or change any provisions in this Agreement, nor substitute any new provisions in this Agreement, nor substitute any new provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement. The Board, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.

Section 7.7 - Expenses of Board Members

Each of the parties hereto will bear the expense of their nominees to the Board of Arbitration and the parties will equally bear the fees and the expenses of the Chairman.

Section 7.8 - Responsibility for Payment

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

Section 7.9 - Payment of Settled Monetary Grievance

All monetary grievances that are mutually agreed upon shall be paid the following pay period, either by separate cheque or, in the alternative, the employee's regular cheque shall be accompanied by a written statement outlining the amount and grievance settlement involved.

Section 7.10 - Right of Employee
to be Accompanied by a Union Official

Any employee covered by this Agreement when called into the Company's office for any discussion which may result in disciplinary action or a grievance shall, upon request, be accompanied by a Steward or Business Representative.

Section 7.11 - Right of Union
When Grievances are Settled or Withdrawn

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

ARTICLE 8

STRIKES, LOCKOUTS AND PICKET LINES

Section 8.1 - Strikes and Lockouts

During the term of this Agreement, there shall be no lockout by the Company or any strike, sit down, work stoppage or suspension of work either complete or partial for any reason by the employees.

Section 8.2 - Picket Lines

The Company acknowledges the right of the employees to recognize and refuse to cross a picket line.

Section 8.3

The Union recognizes the right of the Company to protect its business and the property of its customers.

Section 8.4

Each party recognizing the rights of the other in this regard agrees that the Union will notify the Company of any strike or picket line activity and that the Company will notify the Union if, in their opinion, such strike or picket line is illegal or is unduly prejudicial to the interests of the Company, its employees or the Union.

Section 8.5

In such cases, a meeting will be held in order to mutually agree on a policy. In the event that the Company and the Union cannot agree, each party reserves the right to take whatever action it deems necessary and appropriate.

ARTICLE 9

SENIORITY

Section 9.1 - Terminal Seniority

Seniority shall be terminal wide and include all persons working at the terminal and on the terminal payroll except as outlined in Article 10. It is further agreed that the Maintenance Department's seniority shall be separate and not interchangeable with any other department within the terminal.

Section 9.2 - Purpose of Seniority

The purpose of seniority is to provide a policy governing layoffs and recalls.

Section 9.2(a)

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

- 1) the experience and efficiency of an employee;
- 2) the seniority of the employee; where the qualifications in (1) are relatively equal, the

employee's seniority shall be the determining factor.

Section 9.2(b) • Test to Determine Qualifications

In all layoffs where the qualifications of an employee are questioned by the Company, such employee will immediately be given the opportunity to perform the work in question to determine if he is qualified.

Employees subject to layoff **will** be given a minimum of seventy-two (72) hours notice (Saturdays, Sundays and General Holidays excluded) or pay in lieu thereof.

Section 9.3 • Posting of Seniority List

A seniority list containing the name and starting date of employees will be prepared and **posted** in the terminal every three (3) months on the bulletin board with sufficient copies for Stewards and Business Representatives. A seniority list containing names and addresses of employees as contained in the records of the Company will be prepared and forwarded to the Local Union office annually during September of each year.

Section 9.4 - Probationary Period

Employees shall be considered probationary until placed on the seniority list. Once an employee has exceeded twenty-four (24) hours in any one work week, such employee shall work under the provisions of this Agreement and shall be employed on a probationary basis for forty-five (45) calendar days during which period he may be terminated or disciplined without recourse to the Grievance Procedure. The Company may not terminate such employee for the purpose of forcing an additional probationary period. Upon completion of the forty-fifth (45th) calendar day, the employee shall either be terminated or placed on the regular seniority list as of the date of commencement of his probationary period.

Section 9.5 - Retention of Seniority After Promotion

Employees promoted to supervisory positions or positions not subject to this Agreement will retain their seniority after promotion for a period of one hundred and eighty (**180**) calendar days only. If demoted for any reason or if they voluntarily request reinstatement to their former position, the time served in the supervisory position shall be included in their seniority rating. Such employee shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should he subsequently be discharged in such a position beyond the jurisdiction of this Agreement. This Article is to be applied only once for any employee during the term of this Agreement.

Section 9.6 - Reasons for Termination of Employment

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

- a) if an employee voluntarily quits;
- b) if an employee is discharged and is not reinstated pursuant to the Grievance Procedure as provided in this Agreement;

- c) if an employee has been laid off and not employed elsewhere and has refused to return to work within twenty-four **(24)** hours after being contacted personally. When the employee cannot be contacted or is employed elsewhere, then the Company will notify the employee by registered mail to his last known address to return to work and he will be allowed no more than seven (7) consecutive days from the date of notification to report for duty;
- d) if he takes employment other than that declared and agreed upon when applying for a leave of absence;
- e) if an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days;
- f) if an employee is laid off and not recalled for a period extending beyond twenty-four **(24)** consecutive working months or if such employee requests and is paid any statutory termination benefits, whichever comes first;
- g) if an employee is laid off in excess of thirteen **(13)** weeks and requests his severance pay, he will be paid in accordance with the Canada Labour Code on the pay day following his request.

Section 9.7 - Leave of Absence Provision

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

Section 9.8 - Provisions for Retention of Employee's
Seniority During Sickness or Injury

Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority providing the Company is notified of such illness or injury. The employee shall notify the Company when he is able to return to work. However, an employee off work as set out above shall not by virtue of his absence, retain seniority over a senior employee who has been laid off.

Section 9.9 - Political Office

Any employee who is elected to a full-time Municipal, Provincial or Federal government office shall be granted a leave of absence in order to allow him to fulfil his elected duties.

ARTICLE 10

COMPLETE OR PARTIAL CLOSURE OF
GARAGE OR OPERATION AND ESTABLISHMENT OF NEW GARAGES

Section 10.1 - Complete Closure

In the event of a complete closure of a garage or other place of business where separate seniority is maintained and where the work is moved to another garage or garages under the jurisdiction of the Signatories to this Agreement, the Company will give the Union sixty (60) days written notice of such closure. During this sixty (60) day period, the Company will meet with the affected Unions to outline the reasons for the closure.

Where a closure is effected in accordance with the above, the affected employees may bid according to their seniority and qualifications to move to the garage(s) to which the work is being moved. Any employee who is laid off as a result of the complete closure will be given sixty (60) days notice of such layoff or pay in lieu thereof.

Where the closure of a garage is effected and no work is being moved, employees who are terminated will be provided with two (2) weeks' notice or pay in lieu, plus severance pay in the amount of two (2) days' pay for each full year of service.

Section 10.2 - Procedure for Partial Closure

In the event of a partial closure of a garage where this change of garage operations results in the reduction of employees in the department so affected, the following will apply:

- (a) a meeting shall be held thirty (30) days prior to the partial closure between the Company and the affected Unions in an effort to reach a satisfactory agreement for all concerned in the garage from which the work is being moved;
- b) failing agreement under Section 10.2(a), employees in the garage affected shall have an opportunity of moving with the work or exercising their seniority within their own garage. If any of these employees elect to exercise their seniority and bump into other work within their own garage then the available vacancies at the garage where the work is being moved to shall be posted for bid in accordance with their seniority to those qualified employees in the garage from where the work is being moved;
- c) it must be clearly established that there is a movement of work in order for the above provision to apply;
- d) any employee who is laid off as a result of the partial closure will be given thirty (30) days notice of such layoff or pay in lieu thereof;
- e) any dispute arising under the above Sections shall be referred to Section 7.2(c).

Section 10.3 - Retention of Seniority Because of Closure

Personnel moving under the conditions of Sections 10.1 or 10.2 will retain their seniority at the garage from which they have moved and, in the event the work is moved back to the original garage within twelve (12) months from the date of their original move, must return to their original garage. If such work is moved back to the original garage after twelve (12) months but within thirty-six (36) months from the date of their original move, such employees may elect to remain at their existing location or return to their original garage.

Section 10.4 - Right of Company
to Allocate Work to Employees Moving

The Company will have the sole authority for the allocation of work for employees moving under the conditions of Sections 10.1 or 10.2 for a period of two (2) months from the date of the move or until the date of the next annual job bid whichever comes first.

Section 10.5 - Dovetailing of Seniority
for Employees Moving

Employees moving under the conditions of Section 10.1 or 10.2 will dovetail their seniority dates with those persons already employed at the terminal to which they moved.

Section 10.6 - New Garage or Operation

In the event the Company establishes a new garage or operation at a different location within a town or city in which the Company already has a garage or operation, the Company and the Union will meet and establish procedures which will protect the seniority of employees at the original and new terminal. Such procedures will be reduced to writing.

ARTICLE 11

MERGERS

Section 11.1 - Mergers

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

Section 11.2

In the event that any of the Companies affected by the merger have laid off employees prior to the merger, the seniority of those employees on layoff will be dovetailed. Such employees will be on the inactive seniority list. If the merged Company subsequently requires additional employees preference will be given, subject to the recall provisions of Article 9, first to those laid off employees on the active seniority list, then to those employees on the inactive seniority list in accordance with their seniority and qualifications. If and when an employee who is on the inactive seniority list is recalled and reports for work in accordance with this Article his original seniority will be dovetailed with the seniority of the active employees.

Section 11.3

In the event that the preceding Sections in the opinion of either Party fail to provide adequate protection of seniority rights at the time of purchase and merger, then the seniority of the employees in the combined operations shall be determined by agreement between the successor Company and the Local Union or Unions concerned. If mutual agreement is not reached, the conditions outlined in Sections 11.1 and 11.2 will apply.

ARTICLE 12

LEAVE OF ABSENCE FOR EMPLOYEES TO WORK WITH THE TEAMSTERS UNION

Section 12.1 - Leave of Absence for Employees to Work with the Teamsters Union

The Company agrees to grant to all present employees who are on leave of absence, and all future employees of the Teamsters Union, an indefinite leave of absence to work for the Teamsters Union retaining and accumulating seniority with the Company. Such leave of absence shall be revocable upon seventy-two (72) hours notice by the employee.

ARTICLE 13

EQUIPMENT

Section 13.1 - Vehicle Safety

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

Section 13.2

The Company will supply the necessary manuals for all equipment where available.

ARTICLE 14

COVERALLS

Section 14.1 - Coveralls

The Company shall supply and maintain adequate coveralls as needed, minimum one (1) change per day. The Company will stock a supply of spare coveralls for the use of newly hired personnel and to cover replacements in the case of oil spills, etc.

ARTICLE 15

EXTRA CONTRACT AGREEMENTS

Section 15.1 - Extra Contract Agreements

It is agreed that neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this Agreement.

ARTICLE 16

NEW TYPES OF EQUIPMENT AND CATEGORIES OF WORK

Section 16.1 - Establishment of Rates for New Types of Equipment or New Categories of Work

When new types of equipment or categories of work for which rates of pay are not established by this Agreement are put into use or effect, rates governing such operations shall be subject to

negotiations between the parties. In the event of failure to reach agreement on such rates, the question shall be referred to Arbitration and a Board of Arbitration shall be established within thirty (30) days of the date of failure to reach such an agreement and the rates as determined shall apply from the first day the equipment or categories of work were put into use or effect.

ARTICLE 17

BULLETIN BOARDS

Section 17.1 - Bulletin Boards

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

ARTICLE 18

GENERAL HOLIDAYS

Section 18.1 - General Holidays

The following General Holidays will be observed:

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

Section 18.2 - Alternate Day

When one of the observed General Holidays falls on a Saturday or a Sunday, the day proclaimed by the Federal or Provincial Government shall be the day observed. If no other day is proclaimed, the employee shall be paid the General Holiday pay in accordance with the conditions outlined below.

Section 18.3

The General Holiday shall be the day proclaimed. Employees required to work on the General Holiday will be given a day off in lieu of the General Holiday.

Section 18.4 - Pay for General Holidays

All employees shall be paid eight (8) hours pay at the regular hourly rate providing:

- a) they have been in the employ of the Company forty-five **(45)** calendar days;
- b) they have not been laid off for a period longer than thirty (30) calendar days prior to the General Holiday;
- c) they have not been absent from work due to sickness or injury for a period longer than six (6) months prior to the General Holiday.

Section 18.5 - General Holidays
During Annual Vacation

Any of the General Holidays as listed falling within an employee's annual vacation shall be paid in addition to the employee's annual vacation pay.

Section 18.6 - Substitutions

It is agreed that the Company may substitute a day in lieu of a General Holiday with the exception of New Year's Day, Good Friday and Christmas Day

ARTICLE 19

VACATIONS WITH PAY

Section 19.1 - Vacation Pay for Employees with
Less than One Year's Employment

All employees with less than one (1) year of employment shall receive vacation pay in accordance with the regulations established under the Canada Labour Standards Code as of July 1965 or any subsequent amendment thereto.

Section 19.2 - Vacation for Employees with
One (1) Year of Employment

Employees who have completed one (1) year of employment shall receive two (2) weeks vacation with pay.

Section 19.3 - Vacation for Employees with
Five (5) Years of Employment

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

Section 19.4 - Vacation for Employees with
Ten (10) Years of Employment

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

Section 19.5 - Vacation for Employees with
Eighteen (18) Years of Employment

Employees who have completed eighteen (18) years of employment by November 30th in any year shall receive five (5) weeks vacation with pay; however, if an employee has not completed his eighteen (18) years of employment when taking his vacation, the pay for the fifth (5th) week shall be delayed until his eighteenth (18th) anniversary date of employment.

Section 19.5(a) - Vacation for Employees with
Twenty-five Years of Employment

Employees who have completed twenty-five (25) years of employment by November 30th in any year shall receive six (6) weeks vacation with pay; however, if an employee has not completed his twenty-five (25) years of employment when taking his vacation, the pay for the sixth (6th) week shall be delayed until his twenty-fifth (25th) anniversary date of employment.

Section 19.6 - Amount of Vacation Pay

Vacation Pay for those enjoying two (2) weeks vacation, three (3) weeks vacation, four (4) weeks vacation, five (5) weeks vacation and six (6) weeks vacation with pay annually, shall be calculated at four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) and twelve percent (12%) respectively of their total earnings for the year previous to their vacation.

Section 19.7 - Vacation Pay for Employees
Terminating Employment

Employees who have qualified for two (2), three (3), four (4), five (5) or six (6) weeks vacation and who sever or have severed their employment after they have become qualified for two (2), three (3), four (4), five (5) or six (6) weeks vacation as the case may be shall receive at the date of the severance or as soon as reasonably possible thereafter, vacation pay computed at the rate of four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) respectively of their earnings since the termination of their last computed vacation pay.

Section 19.8 - Vacation Pay for Regular
Employees on Short Time

Vacation pay will be computed at the rate of two percent (2%) of annual earnings for each week of vacation granted. At no time shall an employee's vacation be less than the equivalent of forty (40) hours pay per week of vacation provided he has worked fifty percent (50%) of the time in the previous vacation year. Vacations and General Holidays shall be considered as time worked. This provision shall only apply to employees on short time due to layoff, sickness or Workers' Compensation and shall not apply to employees who sever or have their employment severed.

Section 19.9 - Vacation Periods and Qualifications

The choice of vacation periods shall be by seniority in each department and the Company guarantees that all employees wishing to take their vacation during the months of June, July, August and September shall be allowed to do so. It shall not be mandatory; however, for employees to take vacations during this period. Employees choosing their vacation periods in other than the summer vacation period shall be allowed to do so in accordance with their departmental seniority. The Company will have each employee come into the Manager's office in order of seniority to sign for the time he would like for his vacation. The final vacation schedule shall be posted by the Company not later than April 1st of each year. Summer vacation period shall be June, July, August and September inclusive.

- a) Employees qualified for more than three (3) weeks vacation will be restricted to three (3) weeks during the recognized summer vacation period.'
- b) It shall be compulsory for all employees to take their vacations during the period from February 1st to January 31st.
- c) Vacation pay and General Holiday pay will be considered as earnings.
- d) Employees while on vacation cannot be called in to work.

ARTICLE 20

ALLOCATION AND HOURS OF WORK

Section 20.1 - Preference for First Five (5) Days

Senior personnel shall have the preference to work on the first five **(5)** consecutive days of the week to the extent that it is consistent with the following conditions:

Section 20.1(1) - Start of Work Week

The work week may commence on Sunday;

Section 20.1(2) - Saturday and Sunday Work

All work performed after 6:00 a.m. Saturday and prior to 3:00 p.m. on Sunday shall be paid at one and one-half (1%) times the regular rate of pay.

Section 20.2(a) - Overtime Pay

The normal work day shall be eight (8) hours and the normal work week shall be forty **(40)** hours. All hours worked at the hourly rate in excess of eight (8) hours in any one (1) day or forty **(40)** hours in any one (1) week shall be paid at one and one-half (1%) times the regular rate of pay.

Section 20.2(b) - Allocation of Overtime Work

Where the Company has shift overtime work to be performed, such work shall be allocated to qualified personnel who normally perform the work in the following manner:

- 1) to the senior available employee on duty who is willing to perform such work;
- 2) when no one is available under (1) or in the event additional employees are required, overtime will be offered on the basis of seniority to employees on the next available shift who are willing to perform the work.
- 3) when no one is available under (1) or (2) or in the event additional personnel are required, off-duty employees will be called in order of seniority provided they are willing to perform the work.

Section 20.2(c) - Call-In Guarantee

Employees covered by this Agreement called in for work shall be guaranteed not less than eight (8) hours' pay. On Saturday the guarantee shall be four **(4)** hours at one and one-half (1%) times the employee's regular rate.

Section 20.2(d) - Call-Back Guarantee

All call-backs which will require employees to work over eight (8) hours in twenty-four (24) hours shall be paid for at the rate of time and one-half the employees' regular rate of pay. There shall be a minimum call-back guarantee of four (4) hours pay. A call-back will be defined as any call to work that is not in concert with Section 22.2.

Section 20.2(e) - Overtime in a Week in which
a General Holiday Occurs

When General Holidays occur within the scheduled work week, the weekly limitation after which overtime shall be paid will be reduced by the number of hours paid for the General Holidays in accordance with Section 18.4. All time paid for employees called on a General Holiday shall be paid at one and one-half (1½) times the regular rate, but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

Section 20.2(f) - Allocation of Saturday Work

On Saturday operations, the Company shall assign the work available to employees in accordance with their departmental seniority giving preference according to seniority and qualifications.

ARTICLE 21

ANNUAL SHIFT BIDS

Section 21.1 - Annual Shift Bids

In January of each year, all employees will be allowed to bid on shifts in accordance with seniority and qualifications and within their respective classifications. The Company reserves the right to ensure that it has a nucleus of qualified personnel on each shift.

ARTICLE 22

JOB OPENINGS

Section 22.1 - Job Openings

Where a job opening occurs within the Maintenance Department, the job will go up for bid and providing the experience, skill and efficiency of the employees bidding are relatively equal, seniority will be the determining factor.

Section 22.2 - Bidding on Starting
Times and/or Shifts

The Company must establish regular shifts for all employees which shall not be changed without twenty-four (24) hours posted notice. However, if an employee is required to report before his regular starting time, he will be advised prior to the completion of his previous shift. All hours worked by an employee prior to his regular starting time will be paid at the rate of time and one-half the regular rate of pay.

Seniority shall prevail as to starting times and/or shifts as set out by the Company. The Union recognizes the Company must have a nucleus of experienced men on each shift where necessary.

In the event the Company improperly starts a junior employee on a shift ahead of a senior employee, the Company shall compensate the senior employee an amount of money equal to the difference between the two starting times which shall be at the regular rate providing the employee works the assigned shift.

ARTICLE 23

SUPERVISORS

Section 23.1 - Supervisory Personnel

All supervisors and foremen shall be excluded from the bargaining unit and will not perform any work which falls within the scope of this Agreement. When supervisors or foremen are appointed, a notice to that effect will be posted and maintained on a bulletin board.

Section 23.2 - Leadhands and Rates of Pay

A "Leadhand" shall be defined as a person who may perform work and direct the work of other employees within the Maintenance Department only and he shall be a Union member. He shall not have the authority to hire, fire or penalize. When a Leadhand is required to perform overtime work, he shall only enjoy work preference according to his seniority and qualifications as described in Article 9 and he shall not suffer the loss of the Leadhand premium. A Leadhand shall not enjoy preferential treatment if he is subject to layoff but will be laid off in accordance with his Company's seniority regardless of qualifications.

ARTICLE 24

PAY PERIOD

Section 24.1 - Issuance of Pay Cheques Prior to Saturdays or General Holidays

The Company shall issue pay receipts in individual envelopes in such a manner that all employees shall have at least one (1) full banking day prior to a Saturday or a General Holiday.

Section 24.2 - Shortages

Minor shortages will be paid the following pay period when brought to the attention of the Company. Shortages in excess of fifty dollars (**\$50.00**) will be paid immediately.

ARTICLE 25

PART-TIME EMPLOYEES

Section 25.1(a) - Definition

Part-time employees shall be defined as persons who are employed by the Company to supplement the normal work force and they shall perform such work on terminal premises only.

Section 25.1(b) - Deduction of Dues

The Company shall deduct from all part-time employees from their first pay, and each month thereafter, an amount equal to the Union dues and such monies shall be forwarded to the appropriate Local Union as outlined in Article 2 together with a list which shall show the names of part-time employees for whom the dues are remitted and the number of hours worked by such part-time employees on an individual basis.

Section 25.1(c) - Limitation on Hours

Where the hours worked by a part-time employee exceeds eight (8) hours in any one (1) day or twenty-four (24) hours in any one (1) calendar week, the Company will, upon receipt of a grievance, pay to the senior employee who files such grievance who would have been available to perform such work, an amount equal to the time worked by the part-time employee in excess of the daily or weekly limitation.

Where the hours of work of a part-time employee exceeds twenty-four (24) hours in any one (1) calendar week, such person shall be considered a probationary employee and the conditions of this Agreement shall then apply.

The Company agrees not to use back to back shifts of part-time employees in place of regular employees and nothing in this Article will be used to defeat the hiring of regular employees providing such are available.

Section 25.1(d) - Laid Off Regular Employees

Replacement employees may be hired to replace regular employees who are on vacation or at school and shall receive an hourly rate of pay of one dollar and fifty cents (\$1.50) per hour less than the appropriate hourly rate as set out in Appendix "A". They shall pay to the support of the Local Union the amount of the monthly dues which shall be checked off but no other provisions of this Agreement shall apply. They shall not interfere with seniority rights and job conditions of full-time employees. The Company shall indicate on the checkoff form if such an employee is a replacement employee.

Section 25.1(e) - Rates of Pay

A part-time employee, excluding a laid off regular employee, shall receive an hourly rate of pay of one dollar and fifty cents (\$1.50) per hour less than the appropriate hourly rate as set out in Appendix "A" but is not otherwise covered by the terms of this Agreement.

Section 25.1(f) - Preference of Regular Employees

Part-time employees shall not be used on a shift or starting time to deprive regular employees of their normal hours of work.

Section 25.1(g) - Part-time Employees not to Deprive
Hiring of Regular Employees

Where the Local Union establishes that part-time employees are being used where a regular employee could be gainfully employed, the Company shall replace part-time employees with one or more regular probationary employees.

Section 25.1(h) - Time Cards and Hours Worked

Each part-time employee shall be required to punch a time card. Part-time employees' time cards and/or the hours worked by each part-time employee by calendar week recorded on the terminal control sheet will be made available upon request from the Steward and/or Business Representative of the Local Union.

Section 25.1(i) - Monthly List of Part-time Employees

The Company shall supply the Local Union(s) with a list of all part-time employees on a monthly basis.

Section 25.1(j) - Amendments

The terms of this Article may be varied by written mutual agreement between the Company and the Union.

ARTICLE 26

APPRENTICES

Section 26.1 - Coverage for Apprentices

All Apprentices shall be subject to the terms of this Agreement.

Section 26.2 - Pay and Benefits While at School

The Company agrees to pay all benefits for any apprenticeship while attending school.

Section 26.3 - Rate of Pay While at School

Apprentices will be paid the difference between their normal pay and the Government grant while attending school. Limited to one (1) tour of each required course under the Apprenticeship program.

Section 26.4 - Rate of Pay After Completion of Apprenticeship

It is agreed that all apprentices shall receive the skilled rate after the Company has received verification of his certification of qualification.

ARTICLE 27

SHOP CONDITIONS

Section 27.1 - Exhaust Systems

Maintenance shops will be provided with adequate exhaust systems that will remove exhaust fumes and welding fumes.

Section 27.2 - Safety

The Company agrees to keep air compressors and battery chargers away from the work area.

ARTICLE 28

TOOLS

Section 28.1 - Tools

All tools of 3/4" drive and all special tools including flashlights and batteries required for the job shall be supplied by the Company.

Section 28.2 - Tool Allowance

Employees who report for work in any week and who are required to provide tools, will be paid a tool allowance of seven dollars and sixty-nine cents (**\$7.69**) per week, payable in the pay for the first pay period commencing after January 1st and July 1st. If the Company does not pay the tool allowance to an employee, the Company will be required to supply all necessary tools to the employee. Any employee severing his employment shall receive his tool allowance on a

prorated basis.

Section 28.3 - Insurance

The Company will provide insurance coverage for loss of mechanics' tools taken from Company's premises in the case of a proven burglary. The premiums shall be borne by the Company and claims paid to the mechanic in the case of a loss of his tools. Coverage will also be provided for loss due to fire.

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

ARTICLE 29

HEALTH AND WELFARE

Section 29.1'

The Company to supply each employee with a copy of the Health and Welfare benefits.

The coverages include employee and dependant life coverage, accidental death and dismemberment, long term disability, weekly indemnity, dental and extended health care, including corrective eyewear. Comprehensive details regarding the coverages and exclusions are described in the benefit booklet "X.T.L. Transport Inc. Salaried Employees" published by The Prudential.

ARTICLE 30

GENERAL

Section 30.1 -Time Off to Vote

Personnel shall be allowed time off to vote in Dominion, Provincial or Municipal elections in accordance with the appropriate statute.

Section 30.2 - Bereavement Pay

In the event of a death in the immediate family (father, mother, wife, son, daughter, sister, brother, grandparents, grandchildren, step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law) an employee will be given the necessary time off and will be paid three (3) days' pay (hourly rated employees are to receive eight (8) hours' pay per day) at the regular rate of pay providing that the period between the day of the death and the funeral are working days. If more time is required for any reason relating to the death, a leave of absence will be granted.

Section 30.3 - Jury Duty Pay

If an employee is called and is required to serve on jury duty or as a crown witness on his normal working day, the Company agrees to pay eight (8) hours' pay per day at the regular rate of pay less the amount of jury duty or crown witness pay received.

Section 30.4 - Personal Injuries

If an employee meets with an accident after starting work incapacitating him from carrying out his duties, he shall be paid his full day's wages for the day of his injury (hourly rated employees are to receive eight (8) hours' pay) providing he is not receiving Compensation Pay for that day. The Company also agrees to supply ambulance service to a hospital or a physician's services immediately in cases of serious injury that necessitates the need, and in minor cases the Company shall also supply suitable transportation to the above-mentioned services and thence to the employee's residence.

Section 30.5 - Invalidating Legislation

In the event of legislation being enacted subsequent to the signing of this Agreement invalidating the application of any Article or Appendix hereto the relative Section only of this Agreement shall be nullified.

Section 30.6 - Lunch Rooms and Washrooms

The Company agrees to provide and maintain clean, sanitary and adequate appointments with respect to lunch rooms and washrooms and all rooms will be provided with fire exits as required by law and adequate heat.

Section 30.7 - Lockers

The Company will supply individual lockers for all employees in the maintenance department.

Section 30.8 - Company Meetings

The Company shall pay the regular hourly rates to all employees compelled to attend Company meetings.

Section 30.9 - Pay Information

The Company agrees to show on the employee's pay cheque or statement attached thereto, the number of regular hours worked and the amount earned and the number of overtime hours worked and the amount earned. Where the Company is supplying presently additional information over that listed above, it will continue to do so. If the Company changes a time card or work report, the Company agrees to notify the employee in writing of such changes as soon as possible and no later than by pay day.

Section 30.10 - Pay for Training

Where an employee is required to work on new types of equipment which requires further training, he shall be paid the appropriate hourly rate for all time involved.

Section 30.11 - Confirmation of Discharge

Employees who are discharged will have their discharge and reason confirmed in writing. Employees who terminate their employment or are discharged shall have all monies owing to them paid not later than the following pay period. The employee shall have his pay stub mailed to him by registered mail to his last known address within the next pay period.

Section 30.12 - Parking Facilities

The Company will provide adequate parking facilities for all employees at all new terminals and where parking facilities are presently being provided they will be maintained.

Section 30.13 - Noise Pollution

The Company agrees that maintenance employees will not be compelled to operate equipment which creates a noise level in excess of that which is permitted by applicable Government regulations. In the event of excessive noise levels, appropriate ear protection will be made available upon request.

Section 30.14 - Appendices

Appendices "A" and "B" inclusive shall form part of this Agreement.

Section 30.15 - Washing Facilities and Supplies

The Company agrees to supply and maintain washing facilities, including hot water, soap, hand cleaner and towels at terminals where maintenance personnel are employed.

Section 30.16 - Rain Wear

Raincoats, waterproof pants, lined rubber boots and hats will be made available to all Maintenance employees required to work outside in inclement weather. **No** employee shall be compelled to wear hard hats, boots or safety glasses that have been used by other persons unless these items have been properly sterilized. Where necessary, the Company will supply proper safety strips for parkas or safety vests, however, employees who have bid and regularly perform yard work will be provided with individual protective rainwear.

Section 30.17 - Coffee Breaks

All employees will be allowed a fifteen minute coffee break in the first half shift and in the second half shift, without loss of pay, and an additional coffee break shall be allowed to all employees who are requested to work overtime at the end of their regular shift before the commencement of overtime.

Section 30.18 - Hazardous Material

The Company agrees that employees employed in handling hazardous material shall be supplied by the Company with any and all necessary safety equipment (rubber clothing, goggles, safety glasses, welding glasses, welding shields and welding screens, etc.) to protect the employee's person. Where an employee must because of his work wear prescription safety glasses, the Company agrees to pay a maximum of fifty dollars (\$50.00) towards the cost. The Company shall pay for all safety equipment that is required by law or Company policy.

Section 30.19 - Meal Period

An employee shall not take more than one-half hour (½) hour for meals. The lunch period shall be no later than halfway through the shift except where mutually agreed.

Section 30.20 - Unsafe and Unfamiliar Equipment

The Employer shall not require a person to lift, carry or move anything **so** heavy or in a manner as to be likely to endanger his safety or the safety of any other person.

Section 30.21 - Safety Committee

In the event that a Safety Committee is required by the applicable Federal or Provincial legislation, the Company will establish such a Committee and pay participating employees at the regular hourly rate of pay for the time required.

Section 30.22 - Wiping Cloths

An adequate supply of wiping cloths will be made available for all Maintenance employees.

Section 30.23 - Safety Boots

The Company will reimburse the employee one hundred dollars (**\$100.00**) towards the purchase of one (1) pair of shoes or boots per year. Such safety shoes or boots shall be of a type and quality as approved by the Canada Standards Association (CSA) and must display the CSA label. Where employees furnish medical evidence of inability to wear the standard CSA safety shoes or boots, the Company agrees to contribute one hundred dollars (**\$100.00**) per year towards the cost of special footwear.

Section 30.24

The Company agrees to supply each regular employee required to work outside in inclement weather with a parka and winter coveralls subject to the following conditions:

- a) The Company will be responsible for the reasonable cleaning of these garments as required.
- b) The replacement of these parkas and winter coveralls will be subject to reasonable considerations concerning wear and tear of the garments on an individual basis.

Section 30.25

The Company agrees to supply each regular employee required to work outside in inclement weather with good quality gloves and overshoes which will be replaced as necessary.

ARTICLE 31

MAINTENANCE OF STANDARDS

Section 31.1 - Maintenance of Standards

It is agreed between the Signatories to this Agreement **that** area or operational practices enjoyed by any Local Union and/or the Company will be maintained unless otherwise mutually

agreed. If a dispute arises, either party may elect to process a grievance through the normal Grievance Procedure.

ARTICLE 32

DURATION

Section 32.1 - Duration

The term of this Agreement shall be from May 17, 1998 to May 17, 2003.

Section 32.2 - Negotiations for Renewal Agreement

The parties agree that grievances, arbitration cases, court cases or litigation of any kind will not become the subject of negotiations for the renewal of this Collective Agreement unless by mutual consent.

DATED at TOR this 29 day of JAN, 1999

For the Company

R. Garz

For the Local Union:

[Signature]

APPENDIX "A"

RATES OF PAY AND JOB CLASSIFICATIONS

Classifications

(a) Apprentice Mechanic

An apprentice mechanic works with a Class A mechanic, cleaning parts, helping to install parts and cleans the shop. The apprentice attends school four **(4)** months in a two (2) year time period and has to have a total of 5400 hours before writing his exam for a Class A. The apprentice works very close to the Class A mechanic at all times, except when cleaning his area or the shop.

Class A Mechanic

Classified as a 310J, the mechanic is only allowed to work on trailers.

A truck/trailer mechanic is classified as a 310A and is allowed to work on both tractors and trailers.

(b) Casual, Part-time and Student Rates

Part-time, casual and student help (excluding a laid off regular employee) shall receive an hourly rate of pay that is \$1.50 per hour less than the appropriate rate of pay set out as follows in Appendix "A". Such help are not otherwise covered by the terms of this Agreement.

Appendix "A" Rates of Pay

	May 18/98	May 18/99	May 18/2000	May 18/2001	May 18/2002
Licensed Trailer Mechanic					
Senior (5yrs.or more)	\$17.50	\$17.80	\$18.10	\$18.40	\$18.70
Intermediate (3-5 years)	\$16.50	\$16.80	\$17.10	\$17.40	\$17.70
Junior (0-3 years)	\$15.50	\$15.80	\$16.10	\$16.40	\$16.70
Apprentice/Helper					
Senior (5 yrs. Or more)	\$15.30	\$15.60	\$15.90	\$16.20	\$16.50
Intermediate (3-5 years)	\$14.30	\$14.60	\$14.90	\$15.20	\$15.50
Junior (0-3 years)	\$13.30	\$13.60	\$13.90	\$14.20	\$14.50

Signing Bonus

The Company agrees to pay a two hundred dollars (\$200.00) bonus to any employee not receiving an increase in the first (1st) year of the Agreement.

C.O.L.A. Clause

In year **4** and **5** should the cost of living exceed the negotiated increases, the Company agrees to pay the difference which will be calculated at the end of each year and paid in lump sum.

Mobile Service Premium

For the months of November through April inclusive the mobile service premium will be twenty-five cents (~~25¢~~) per hour.

APPENDIX "B"

LES ⁴ **ATI**

For disciplinary measures, all infractions of Rules and Regulations shall be removed from the employee's record after two (2) years.

Any employee requested to sign for the receipt of an incident report may be accompanied by a Steward.

All penalties and reprimands must be issued to the employee within seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) from the time the infraction became known with a copy to the Local Union, otherwise the penalty or reprimand will be considered null and void.

X.T.L. TRANSPORT INC.

(Mechanics)

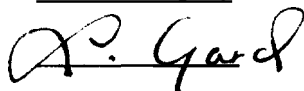
LETTER OF UNDERSTANDING

Re: Afternoon Shift

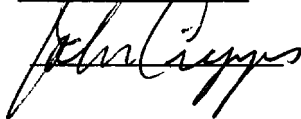
The Company agrees to continue to allow the afternoon shift to alternate starting days of each week in order to provide for a three (3) day weekend every other week.

DATED at TOR this 29 day of JAN, 1999

For the Company



For the Local Union:



lw/opeiu: 343

A MEMBER'S REMINDER

Application for a Withdrawal Card should be made immediately a member is terminated, laid off, on Workers' Compensation or off work due to illness or parental leave.

THIS IS THE RESPONSIBILITY OF THE MEMBER HIMSELF!

Withdrawal Cards are valid only when you are not working at this craft.

MEMBERS ARE REMINDED that Application for a Withdrawal Card can be made by sending a request to our Mississauga office at 1194 Matheson Blvd. E., Mississauga, Ontario L4W 1Y2, or arranging the same procedure through our Oshawa office.

Note: The **50¢** Withdrawal Fee is no longer required.

Upon returning to work, send or deliver your Withdrawal Card directly to the Head Office of the Local Union.

MEMBERS ARE FURTHER ADVISED that where they do not take a Withdrawal for reasons of their choice, where they are in excess of three (3) months delinquent in dues, that a Reinitiation Fee will restore good standing for the purpose of clearing arrears.