

SOURCE	Union
EFF.	8/02/03
TERM.	9/02/03
No. OF EMPLOYEES	3
NOMBRE D'EMPLOYÉS	JF

COLLECTIVE AGREEMENT

BETWEEN: HAWKSHAW TRANSPORT INC.

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: TEAMSTERS LOCAL UNION NO. 31

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

A. PREAMBLE

This Agreement is effective February 3, 1995 and represents all the terms and conditions which govern the relations between the Union, the Employer and the employees. No other terms and conditions, express or implied are applicable or enforceable, except where further mutual agreements have been committed to writing by the parties and appended to this Agreement.

B. UNION RECOGNITION

The Employer agrees to recognize the Union as the sole collective bargaining agent for all employees and categories of employees referred to in the Letter of Understanding dated February 3, 1994.

C. INTERPRETATION

Wherever the masculine gender is used in this Agreement, it shall also be construed as meaning the feminine gender, if applicable. Similarly, wherever the singular is used, the same shall be construed as meaning the plural if the facts or context require.

ARTICLE 1 - UNION SECURITY

1.01 It is agreed that as a condition of employment, each employee not now a member of the Union and all new employees shall become and remain a member in good standing of the Union within seven (7) days of their commencing employment with the Employer. The Employer shall not maintain in its employ at any time an employee covered by this Agreement who is not a member in good standing of the Union.

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- 1.02** The Employer shall furnish to the Union a list of new employees and owner/operators taken into employment by the Employer within fourteen (14) calendar days of their being hired or placed under contract and all such employees shall be added to the check-off list at that time.
- 1.03** Each new employee and owner/operator when hired by the Employer shall sign Union application and authorization cards or be instructed by the Employer to contact the Union office or shop steward in branch terminals in order to sign application and authorization cards provided by the Union authorizing the Employer to deduct Union dues, initiation fees, assessments from the employee's earnings and remit same to the Union.
- 1.04** When additional employees and/or owner/operators are required, the Employer will extend equal opportunity to Union members who meet the Employer's requirements and who apply for employment or have been referred to the Employer by the Union.
- 1.05** Except as otherwise provided for herein, supervisors and other employees outside the scope of this Agreement shall not perform the regular duties of employees within the bargaining unit, unless training or instructing an employee during the performance of his duties.

ARTICLE 2 - UNION ACTIVITY

2.01 Union Agents

Authorized agents of the Union will request and have access to the Employer's establishments for the purposes of investigating conditions related to Union contract clauses.

2.02 Shop Stewards

The Union shall appoint or elect shop stewards and shall notify the Employer in writing of the appointment or election. The Employer shall only recognize such shop stewards when notified in writing by the Union and shall not discriminate against them for lawful Union activity. Shop stewards will suffer no loss of regular pay when processing grievances under Step 1, 2 and 3 of the Grievance Procedure during their regular working hours. The Employer will notify the Union prior to the dismissal of any shop steward.

2.03 Steward Time-Off

The Employer shall allow time off without pay to any employee who is serving on a Union committee or as a delegate, providing all requests for time off are reasonable and do not interfere with the proper operation of the business, and provided forty-eight (48) hours written notice is given to the Employer by the Union specifying the length of time off.

2.04 Legal Picket Lines

It shall not be a violation of this Agreement or cause for discharge of an employee in the performance of his duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized legal picket line.

2.05 Union Insignia

It shall not be a violation of this Agreement for an employee to post the Teamsters' Union Label in a conspicuous place in the cab of the vehicle or equipment he is operating. The said label shall be in a size not in excess of three inches (3") by four inches (4") and shall not be attached to any glass area.

ARTICLE 3 - NO INTERRUPTIONS OF WORK

- 3.01** During the life of this Agreement, there shall be no lockout by the Employer and/or strike, sit-down, slow-down, work stoppage or suspension of work, either complete or partial for any reason by the Union.
- 3.02** The Union agrees that in the event the Employer becomes involved in a controversy with any other union, the Union will do all in its power to help effect a fair settlement and the Union will not participate in any sympathetic cessation of work or slow-down program while the controversy is being settled.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** The Union recognizes the exclusive right of the Employer to manage and direct the Employer's business in all respects in accordance with its commitments and to alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with this Agreement.
- 4.02** The Employer will always have the right to hire and to discipline, demote or discharge employees for proper cause. Where a demerit point system is not applicable, an employee's disciplinary record shall only contain those matters conveyed to the employee in writing with a copy to the Union and such disciplinary record may only be used for the previous nine (9) months in any future disciplining of such employee.
- 4.03** Nothing contained in this Agreement will be deemed to obligate the Employer to continue to operate any of its plants, properties or any parts thereto.

4.04 The Highway Division will not generally sub-contract out work currently being performed by actively employed shop employees, except in emergencies where qualified staff are not available or under special circumstances. Where special circumstances occur, the actively employed employees involved will be re-assigned to other maintenance work within the shop.

ARTICLE 5 - NO DISCRIMINATION BETWEEN EMPLOYERS

5.01 The Union undertakes that no terms which are more advantageous than those contained herein will be extended to or agreed with any competitor of the Employer without first notifying the Employer of such terms.

ARTICLE 6 - DEFINITION OF EMPLOYEES

6.01 Regular Employee

A regular employee shall be considered as such when:

(a) he has completed his probationary period

(b) he makes himself available to the Employer for full time employment or as he may be needed

(c) he has no other outside employment which will in any manner interfere or reflect upon his employment with the Employer

(d) he is fully qualified in regard to the Employer approved physical examinations or other normal Employer requirements

6.02 Probationary Employee

(a) All new employees will be considered probationary employees for the first thirty (30) days worked or the first one hundred and twenty-eight (128) hours worked, whichever is the greater.

(b) Probationary employees shall be on trial to determine their suitability for regular employment. The Employer may dismiss a probationary employee if it does not find him suitable for regular employment or in the case of casual employees, temporary employment. There shall be no responsibility on the part of the Employer in respect of the employment of such employees, should they be terminated for any reason during the probationary period.

- (c) Regular full-time employee status commences only after the employee has been advised in writing by the Employer that he has been granted such status or at the completion of time requirements provided in Article 6.02(a), whichever is earlier.
- (d) No probationary employee shall attain seniority until he is granted regular full-time status but once he is granted such status, his seniority shall date from the commencement of his probationary period.
- (e) A probationary employee may apply for other positions, but need not be accepted.

6.03 Owner/Operator and/or Dependent Contractor

- (a) An owner/operator and/or dependent contractor shall personally and exclusively operate the equipment supplied pursuant to his agreement with the Employer excepting that such equipment shall be operated by an employee of the Employer in instances where the equipment requires more than one (1) operator and, upon request of the dependent contractor, in instances where the dependent contractor is absent because of vacations, illness, accident or on leave of absence for reasons acceptable to the Employer.
- (b) There shall be a base fleet of two (2) Employer owned highway units. After the base fleet of two (2) Employer owned trucks has been established and the Employer increases or reduces the number of operational /highway units, such increases or reductions shall be made on the basis of one (1) Employer unit to one (1) dependent contractor unit. However, the foregoing shall not compel the Employer to engage or retain the services of dependent contractors, nor shall the replacement of a dependent contractor with another dependent contractor be a consideration. At no time during this Agreement shall there be fewer than two (2) Employer units while there are any owner/operators employed.
- (c) The Employer, after establishment of the said base fleet relationship may, on a short-term basis of not more than six (6) months duration, hire owner/operators for additional business not ordinarily performed by Company employees. The Employer will advise the Union of such short-term lease. This term lease may be extended as agreed between the parties.
- (d) All owner/operators shall be bound by the maximum hours of work as prescribed by Labour Canada and/or the U.S. Department of Transport in the relevant Safety Code, the Canadian Motor Vehicle Safety Standards and this Collective Agreement.
- (e) A separate seniority list shall be posted at the terminal showing the names and truck numbers of **all** dependent contractors. **A** copy of such list shall be forwarded to the Union forthwith.
- (f) When complying with (c) above, the Employer will not engage the services of an owner/operator to replace or displace any regular employee.

ARTICLE 7 - SENIORITY

7.01 Company seniority and unit seniority are defined as follows:

(a) company seniority means the date a regular full-time employee started his continuous full-time employment with the Employer

7.02 The Employer shall maintain a seniority list for regular full-time employees only. Such list shall contain the name of the employee, his company seniority date and his unit seniority date.

7.03 These seniority lists will be posted in each unit location in the months of January, May and September and copies of same shall also be provided to the Union. Seniority dates will be subject to question by means of a written protest submitted by the employee to the Union and to the Employer's Industrial Relations department within a period of thirty (30) calendar days from the date of posting and if no dispute arises during this period, the posted seniority dates will be deemed to be correct.

7.04 In the event of identical unit seniority dates, company seniority will govern.

7.05 Retention of Seniority Upon Promotion

When an employee within the bargaining unit receives a leave of absence to take a position with the Employer which is excluded from the bargaining unit, he may retain his seniority for a maximum of one hundred and twenty (120) calendar days within the former unit. Notice shall be given to the Union in writing prior to the employee leaving the bargaining unit.

7.06 At the end of this period of one hundred and twenty (120) calendar days, the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he must remain within the unit for a minimum of one hundred and twenty (120) calendar days prior to exercising such privilege again.

7.07 Termination of Seniority and Unit Seniority

A regular employee will lose all his seniority rights and his employment is deemed to be terminated where any of the following occurs:

- (a) voluntary quitting or leaving the Employer
- (b) discharge for just and reasonable cause

- (c) retirement
- (d) if an employee is absent without leave for three (3) consecutive working days, unless a reason satisfactory to the Employer is provided immediately before or at the expiration of three (3) consecutive working days, unless circumstances beyond the employee's control prevent the employee from submitting a reason during that period.
- (e) If an employee does not return and report for work on the day following completion of his approved leave of absence, unless there were extenuating circumstances and he notified the Employer by mail or telegram or telephone directly to the immediate supervisor prior to the expiration of his approved leave of absence.
- (f) Absence due to lay-off for a period in excess of nine (9) consecutive months excepting where the lay-off is a direct result of a labour dispute involving another company in which case seniority will be carried for twelve (12) months.

ARTICLE 8 - LAY-OFFS

- 8.01** When a lay-off is necessary within a unit, no regular employee in the job classification where the lay-off is required will be laid-off, while a casual employee is working. Lay-offs of regular employees will be implemented in reverse order of company seniority within that unit.
- 8.02** A regular employee who is subject to lay-off may bump a probationary or another regular employee in any job classification within his own unit provided that the job classification is within the same or lower wage group and provided further that:
- (a) the employee has greater company seniority than the employee he wishes to bump
 - (b) the employee possesses the necessary qualifications, skills and abilities to properly and efficiently fulfill all of the duties, responsibilities and requirements then current in the job classification into which he wishes to bump
 - (c) The employee shall take that job on a trial basis of up to twenty (20) working days during which he must demonstrate that he can properly and satisfactorily perform the job to the satisfaction of the Employer
- 8.03** A regular employee who is subject to a lay-off and cannot hold a position within his own unit will have the right to apply for any posted vacant position in another unit or bump into any position in another unit currently held by a probationary employee provided that:

- (a) he possesses the necessary qualifications, skills and abilities to properly and efficiently fulfill all of the duties, responsibilities and requirements then current in that position
- (b) the employee has greater company seniority than the employee he wishes to bump
- (c) he is willing to take that job on a twenty (20) working day trial basis during which he must demonstrate that he can properly and satisfactorily perform the job to the satisfaction of the Employer
- (d) he shall return to his former unit when work becomes available

8.04 Employees who wish to exercise their rights under either Article 8.02 or 8.03 must apply to their respective division manager, no later than forty-eight (48) hours from the time at which they have been notified that they have been laid-off or bumped or they are deemed to have forfeited their rights under Articles 8.02 and/or 8.03.

ARTICLE 9 - RECALLS

9.01 The Employer shall recall the employees commencing with the employee(s) with the greatest company seniority and possessing the necessary qualifications, skills and abilities to properly and efficiently fulfill all of the duties, responsibilities and requirements then current in the job classification.

9.02 It is the responsibility of each employee to keep the division manager informed of his current mailing address and phone number by written communication:

- (a) notice of recall may be made by telephone to the employee, telegram, registered mail or by direct personal contact
- (b) an employee who is laid off and fails to return to work when given seven (7) calendar days' notification to return to work shall be deemed to have abandoned his employment with the Employer

ARTICLE 10 - PAYMENT OF WAGES

10.01 Paid time shall commence from the time that the employee is ordered to report for duty or registers in, whichever is later, until he is effectively released from duty.

10.02 The rates of remuneration is listed in this Agreement are considered as minimum rates and shall not preclude payment of premium rates at the discretion of the Employer.

10.03 In the event that the Employer should require any employees to engage in work beyond the first drop on pipeline and construction or in the confines of a construction site coming within the jurisdiction of another agreement which has established more favourable wage rates than those herein contained, such employee shall be entitled to be paid at the more favourable wage rate while he is so engaged.

10.04 Pay Period

All regular employees shall be paid not less frequently than the first working day following the fifteenth (15th) of each month and the first working day following the end of the month. All other cheques due to an employee shall be issued at the employee's place of employment except termination cheques.

10.05 Pay Statement

The Employer shall provide each employee with a separate or detachable written or printed itemized statement in respect of all wage payments made to such employee. Such statements shall set forth the dated pay period, total hours worked or paid for, the total miles driven (where applicable), the total overtime hours worked, either at time and one-half (1 1/2) or double time the rate of wages applicable and all deductions made from the gross amount of wages.

10.06 Error in Pay

When less than one (1) day's time has been missed, it will be paid on the next pay day. All other time missed will be paid forthwith after being brought to the Employer's attention, provided it was the Employer's error. If it was not the Employer's error, the time missed shall be paid on the next pay day.

10.07 Injury on the Job

When an employee sustains a personal injury while on duty which prevents him from completing his shift and the injury requires medical care, the employee will be compensated for the full shift on that day.

ARTICLE 11 - HOURS OF WORK

11.01 Rest Break

An employee shall be entitled to one (1) paid break of fifteen (15) minutes during both the first half and the second half of any shift.

1 ■02 In the event an employee is required to work less than two (2) hours overtime past the end of his regular shift, he shall be granted a paid fifteen (15) minute break before starting the overtime. Where an employee is required to work in excess of two (2) hours overtime, he shall be entitled to one-half (1/2) hour paid time off at his regular rate of pay for the purpose of eating at the end of his regular shift. Where a break or meal period is provided under this Article, such break or meal period may be delayed but not beyond thirty (30) minutes of commencing such overtime period.

ARTICLE 12 - NOTIFICATION OF TEMPORARY LAY-OFF

12.01 Regular hourly paid employees shall be notified before quitting time if they will not be required to work their next regular work day. If an employee is laid-off, then recalled the next day his starting time and pay time will be the same on both days.

ARTICLE 13 - DEAD HEADING

13.01 Every employee covered under this Agreement when required to ride on Company equipment in a deadhead manner or when required to travel by any other mode of Company or public transportation to a destination point designated by the Employer shall be paid for any hours spent at his regular straight hourly rate during the first ten (10) hours of travel and at one and one-half (1 1/2) times the regular straight hourly rate for any hours spent travelling in excess of ten (10) hours, plus subsistence allowance and/or cost of transportation where applicable.

ARTICLE 14 - GUARANTEE FOR HOURLY PAID EMPLOYEES

14.01 When an hourly rated employee is called in and reports for duty, he shall be guaranteed a minimum of four (4) hours work and/or pay. If he works in excess of four (4) hours, he shall be guaranteed six (6) hours work and/or pay, and if he works in excess of six (6) hours, he shall be guaranteed the full day's pay.

ARTICLE 15 - TEMPORARY CHANGE IN JOB CLASSIFICATION

15.01 Any employee working in a higher wage group than his normal job classification for two (2) hours or more per shift shall be paid at the higher wage group rate for the entire shift.

15.02 When an employee in a higher rated classification is working temporarily in a lower paying classification, he will receive the higher rate for the entire shift.

15.03 If an employee works regularly in a combination of job classifications with different hourly pay rates, he will be paid the higher rate of pay.

ARTICLE 16 - EXCLUSION OF LINEHAUL DRIVERS

16.01 None of the provisions contained in Articles 12 through 19 inclusive shall apply to linehaul drivers who are engaged in over-the-road runs extending more than one hundred (100) miles from their base of operations within the Yukon Territory.

ARTICLE 17 - LINEHAUL DRIVERS

17.01 The provisions contained in Articles 21 through 37 inclusive govern basic working conditions and methods of pay solely for linehaul drivers who are engaged in over-the-road runs extending more than one hundred (100) miles from their base of operations within the Yukon Territory.

ARTICLE 18 - SINGLE MAN OPERATIONS

18.01 The regular hours of work for employees engaged in single man operation shall be ten (10) hours per trip. The Employer shall pay for all time driving and working in excess of the regular hours at the overtime rate as specified hereafter and shall continue at the overtime rate until a rest period of eight (8) hours is provided. This rate does not apply to the layover and wait time but is calculated on the driving and work time only at one-half (1/2) the hourly work time rate. .

18.02 No single man shall be called for dispatch until he has been off duty for eight (8) hours excluding call time after completing a trip at the home terminal. At points away from the home terminal, the driver shall be entitled to up to eight (8) hours including call time of uninterrupted rest. Drivers held and/or waiting at point other than the home terminal in excess of the maximum rest period will be paid wait time for hours in excess of the full rest period.

ARTICLE 19 - SLEEPER CAB OPERATIONS

19.01 Sleeper cab operations shall be performed by two (2) drivers in trucks properly equipped with sleeper berths. The Employer shall designate the home terminal of each driver team and designate the routes to be travelled on each tour from terminal to destination and return and each driver shall be paid for driving one-half (1/2) the mileage the vehicle travelled in making the tour.

19.02 Driver Teams

Once driver teams are established, it is understood that they are not to be separated unless mutually agreed to by the Employer, the Union and driver team involved, except in case of emergency or reduction in forces or temporary training. Such mutual agreement shall not be unreasonably withheld.

- 19.03** Only two (2) men shall be permitted in sleeper cab equipment at any time, except in case of emergency or when a new type of equipment is put into operation. In no event shall a driver supervisor or other authorized personnel be in the cab in addition to the two (2) drivers for more than three hundred (300) miles.
- 19.04** No driver under this Agreement shall be placed on layover if routed on any tour with outbound mileage under five hundred (500) miles.
- 19.05** The Employer may use a sleeper cab driver to effect a single man operation but will not do this when it adversely affects the single man board or when it creates excess layover time for sleeper cab drivers.
- 19.06** (a) Except in cases of emergency, sleeper cab drivers shall be entitled to have a minimum of four (4) hours off duty excluding call time after completion of their tour.
- (b) No sleeper cab driver shall be allowed to take a solo trip of more than four (4) hours until he has had eight (8) hours rest since he was last on duty.
- 19.07** Bedding and fresh linens for sleeper cabs shall be furnished and maintained by the Employer when requested by the driver.

ARTICLE 20 - WORKING CONDITIONS FOR LINEHAUL DRIVERS

- 20.01** Drivers engaged in over-the-road operations (including owner/operators and contract haulers) and who are making pick-ups and/or deliveries at intermediate terminals shall not be asked to load or unload freight or perform any other duties at a place where the Employer maintains a terminal.
- 20.02** Drivers may, however, be permitted to load or unload freight or petroleum products where such loading or unloading is in accordance with past practice with regard to petroleum products or where such loading or unloading is made outside the normal hours when the terminal is operated or when contractual terminal employees are not in the terminal. Drivers may also deliver full loads directly to the customer's depot.
- 20.03** **Transport Operation on Winter Road**
- (a) Except under snow blockade or other emergency conditions, the maximum driving or working hours in off highway operations will not exceed sixteen (16) hours without a rest period.

- (b) Where sleeping accommodation is not available, trucks equipped with sleeper bunks will be considered as proper accommodation when outfitted with blankets and sheets, except when the driver elects to use alternative bunk covering provided by him.
- (c) Drivers of trucks without sleeper bunks must use such sleeping accommodation as available between eight (8) and sixteen (16) hours after their last place of rest. Drivers must not pass the last available sleeping accommodation if they cannot reach the next sleeping accommodation within a sixteen (16) hour driving period under normal conditions.
- (d) When a driver has completed his rest period and resumes driving and/or working, the first ten (10) hours will be at straight time rates.
- (e) Trucks dispatched on winter road operation will be equipped with survival kits.
- (f) Drivers operating off highway in excess of ten (10) hours from their last off highway rest period will receive five dollars (\$5.00) in addition to meals supplied enroute.

ARTICLE 21 - MILEAGE RATES

- 21.01** Mileage rates are calculated to include compensation for duties performed by an employee in driving, checking equipment, hook-up or unhooking, post and pre-trip preparation and processing of relating documents and forms
- 21.02** The Territorial, Provincial and/or Official State mileages will be used as a guide to determine the number of miles driven. The authority to determine the number of miles driven shall be the Department of Highways of the various States, Territories and/or Provinces.

ARTICLE 22 - TRIP RATES

- 22.01** All trips shall be paid for at the mileage rate for miles driven except that the hourly rate shall apply in the event that the amount earned under the applicable mileage rate provides less than the hourly rate for the total driving time on a particular trip. The onus is upon the driver to question the rate of pay by marking his trip and pay report accordingly.
- 22.02** If a sleeper team is used on a load that is restricted to a speed of less than thirty-five (35) miles per hour by condition of a government issued permit for oversize and/or overweight loads, the driver team shall receive one and one-half (1 1/2) times the hourly work time rate stipulated in Appendix "B" divided between the drivers for that portion of the tour which is so restricted. It shall be the responsibility of the drivers to claim such hourly rate by marking their pay claim accordingly.

22.03 Runs which include both highway miles and off-line bush miles will be paid for in the following manner: mileage rates for main highway miles and hourly rates for bush miles.

22.04 Calculation of overtime shall be as follows:

- (a) on trips made entirely on highway, overtime shall be paid after ten (10) hours driving (mile or hourly) at one-half (1/2) times the straight time hourly work time rate and shall continue until a rest period of eight (8) hours is provided
- (b) on trips made entirely on bush roads, overtime shall be paid after eight (8) hours driving and work time at one and one-half times (1 1/2) straight time hourly work time rate and shall continue until a rest period of ten (10) hours is provided
- (c) on trips which include both highway miles and bush miles, overtime shall be paid after ten (10) hours driving (mile or hourly) and work time (driving or hourly) at one and one-half (1 1/2) times the straight time hourly work time rate and shall continue until a rest period of eight (8) hours is provided

ARTICLE 23 - BOBTAILING

23.01 Driving of tractor without trailer shall be paid on the same basis as driving of tractor-trailers.

ARTICLE 24 - WORK TIME

24.01 Work time shall include, but not limited to, loading, unloading, chaining and unchaining repairs to equipment and time spent on ferries or boats.

24.02 Fuelling at company pumps and key pumps will be included as work time when the driver performs the function.

ARTICLE 25 - WAIT TIME

25.01 For all time waiting to load or unload, waiting for equipment to be repaired, waiting for roads to be cleared and waiting at turn-around points on single man operations, where there are public facilities and conditions available (e.g. restaurants, coffee shops, motels, etc.) to make it safe and possible that the driver does not have to remain in the equipment with a maximum of eight (8) hours pay for waiting time in each eighteen (18) hour period. Wait time is clarified as follows: wait time is not cumulative. For the purposes of determining wait time pay, each stop shall be considered a separate waiting period. In no event shall wait time pay exceed eight (8) hours for each stop in any eighteen (18) hour period. When a driver is held more than one day, he shall receive pay for the first eight (8) hours in each eighteen (18) hour period.

ARTICLE 26 - TIME LOST DUE TO DELAYS

26.01 All time lost due to delays as a result of overloads or certificate violations involving federal, state, territorial, provincial or city regulations shall be paid for at the regular applicable hourly rate in this Agreement. To the best of his ability, it shall be the duty of the driver to ascertain that he is not hauling an overload and to ascertain that he has all the necessary and required licenses, certificates and permits before leaving the Employer terminal provided, however, that the Employer shall arrange for all permits to be made available to the employees.

26.02 When a driver or drivers are required to stay with equipment, it shall be considered work time and shall be paid for as such.

ARTICLE 27 - LAYOVER

27.01 In the event that drivers are required to layover during any one round trip away from their home terminal, they shall be compensated for layover time as follows; it being understood that layover time shall not be cumulative, but shall mean only one layover per trip.

- (a) for the first ten (10) hours of each layover period - no pay
- (b) for the next eight (8) hours - at the applicable rate
- (c) for the next ten (10) hours - no pay
- (d) for the next eight (8) hours - at the applicable rate
- (e) and continuing on the same basis for each eighteen (18) hour period of continuing layover

27.02 The layover point is to be designated on a driver's original orders prior to dispatch from point of origin of trip, save and except in the case of accident or breakdown, whereby the layover point may be extended to a point beyond the original designated layover point.

27.03 The Employer shall not require any driver to layover unnecessarily.

27.04 When drivers arrive at a layover point they are to be placed on layover or will receive wait time.

ARTICLE 28 - REPORTING NOTICE

- 28.01** With the exception of "hot-shot" deliveries, drivers shall be given at least two (2) hours' notice when ordered to report for duty at the home terminal and two (2) hours' notice at the end of the run when effectively released from duty by the Employer.
- 28.02** Where notice has been given to any person who answers the call at the telephone number listed by the driver with the Employer that notice shall be deemed to be valid notice to the driver.
- 28.03** Where the dispatcher(s) has attempted without success to make contact with the driver by calling the specified telephone number a minimum of three (3) times within a period of thirty (30) minutes, the driver will be deemed to be unavailable to report to duty and will not be eligible for "runaround" pay pursuant to Article 29.

ARTICLE 29 - RUNAROUND

- 29.01** When a driver is available but not dispatched in proper order under agreed upon local dispatching rules between the Employer and the Union, he shall be paid at the hourly rate from the time he should have been dispatched until actual time of departure on a trip and/or tour with a maximum of ten (10) hours at the applicable work time rate for the initial twenty-four (24) hours and continuing on the basis of the first ten (10) hours in each twenty-four (24) hour period thereafter at the applicable wait time rate.
- 29.02** Notwithstanding Article 42.02, any grievance alleging an improper or unfair denial of "runaround" pay must be presented to the Employer in writing within five (5) days of the date on which the driver was allegedly available but not dispatched in proper order. The burden of proof shall be on the employee to show that he was available at his listed telephone number at the time and date in question.
- 29.03** For the purposes of this Agreement, the word "trip" will be used when referring to single man operations. A single man trip is considered from point of dispatch to point of rest, layover or book-Off.
- 29.04** For the purposes of this Agreement, the work "tour" will be used when referring to sleeper-cab operations, and shall mean the period between departure from and return to home terminal.

ARTICLE 30 - MINIMUM PAY GUARANTEES

- 30.01** When a driver reports in accordance with an established reporting time and no work is provided, he will receive a minimum of four (4) hours pay at the hourly work time rate unless

he has been notified at least two (2) hours ahead of the regular reporting time that no work will be available.

- 30.02** When a driver is called in and reports for duty, he shall be guaranteed a minimum of four (4) hours work and/or pay at the hourly work time rate, even if no work is available. If he works in excess of four (4) hours, he shall be guaranteed six (6) hours work and/or pay, and if he works in excess of six (6) hours, he shall be guaranteed eight (8) hours work and/or pay at the hourly work time rate for the trip or any portion thereof.

ARTICLE 31 - MAINTENANCE OF EQUIPMENT

- 31.01** It is to the mutual advantage of both the Employer and the employee that employees shall not operate vehicles which are not in a safe operating condition.

- 31.02** The Employer will not require employees to operate equipment on public streets, highways or thoroughfares that is not in compliance with the appropriate provisions of the law dealing with safety requirements on mobile equipment (i.e. brakes, steering, signal lights or other lighting equipment).

- 31.03** It shall be the duty of the employee to report in writing on the appropriate forms of the Employer, promptly, but not later than the end of their shifts, trips or tour all safety and/or mechanical defects on the equipment which they have operated during that shift, trip or tour.

- 31.04** It shall be the obligation of the Employer to direct the repair as necessary to conform with the safe and efficient operation of that equipment. In the event repairs cannot be affected immediately, the equipment will be correctly identified and kept out of service until repaired.

31.05 Bulk Heads

Tractors or trailers being used to transport freight which could slide toward the cab of the truck under certain traffic conditions will be equipped with a suitable barrier to protect the operator of the vehicle.

- 31.06** A driver may obtain information upon request from the dispatch office regarding repairs carried out on his equipment in the preceding thirty (30) days.

- 31.07** Truck and trailer bodies shall have installed steps or devices to allow reasonable access to the body. I.C.C. rear bumpers and stirrup steps for side doors on the over-the-road line equipment shall be considered as reasonable access.

- 31.08** In order to provide adequate vision front and rear, trucks and tractors will be equipped with heaters and mirrors. Said mirrors to be of a size not less than six (6) inches by twelve (12)

inches or the equivalent on some smaller trucks. All newly purchased highway tractors will have heated mirrors and power steering. All trucks and tractors shall have heated defrosters.

ARTICLE 32 - UNIFORMS AND PROTECTIVE CLOTHING

- 32.01** The Employer agrees that if an employee is required to wear any kind of uniform as a condition of employment, such uniform shall be furnished and maintained free of charge by the Employer. Such uniform shall bear a Union label.
- 32.02** Any employee, physically handling in substantial quantities, meats, hides, creosote items, spun glass, lamp black, barbed wire, acids, bulk petroleum products, calcium chloride, ore or soda ash (or any other toxic or noxious chemicals) shall be provided where required with coveralls, rubber or leather aprons, smocks, gloves, rubber boots, hard hats, safety glasses, breathing respirators and/or ear protectors where needed to perform the job efficiently and safely.
- 32.03** Maintenance shop employees and swampers shall be provided with two (2) pairs of clean coveralls per week. Cost will be borne by the Employer, however, any wilful damage to the coveralls will be charged to the employee. If additional clean coveralls are required, they will be issued.
- 32.04** The Employer will replace welders' gloves when turned in on a worn out basis and the lens for helmets and goggles when damaged on the job.

ARTICLE 33 - UNPAID LEAVES OF ABSENCE

- 33.01** When the requirements of the Employer's operations permit, any regular employee upon written application to the Employer with a copy of said application to the Union may, if approved, by the Employer be granted an unpaid leave of absence in writing (with a copy to the Union) for a period of up to thirty (30) calendar days. Following consideration by the Employer, approval or rejection is to be given in writing (with a copy to the Union) within thirty (30) calendar days and if approved, such approval may not be withdrawn except by mutual consent of the employee and the Employer.
- 33.02** Such leave may be extended for additional periods of thirty (30) days when approved by both the Employer and the Union in writing, and seniority will accrue during such extension.
- 33.03** Any employee on leave of absence engaged in gainful employment without prior written permission from both the Employer and the Union shall forfeit his seniority and his name will be stricken from the seniority list and he will no longer be considered as an employee of the company.

- 33.04** An employee's request for leave of absence for compassionate reasons shall not be unreasonably denied, but he may be required by the Employer to substantiate the reason before returning to work. Any violation will be subject to disciplinary action.
- 33.05** Subject to Article 39.04, an employee on leave of absence who wishes to retain protection under the Health and Welfare clause of the Agreement (excluding weekly indemnity) must make arrangements with the Employer to continue with the payment required and must deposit with the Employer sufficient funds to cover the premiums while on leave of absence, said amount to be left with the Employer prior to the commencement of the leave of absence. Retention of protection under this section is subject to the insurer's agreement that an employee on leave of absence will be covered if the appropriate premiums are tendered to cover the leave of absence.
- 33.06** An employee who has been elected or appointed to work for the Local Union will be granted a leave of absence by the Employer and the employee may retain seniority to a maximum of one year.

ARTICLE 34 - PAID LEAVES OF ABSENCE

34.01 Bereavement Leave

When death occurs to a member of a regular employee's immediate family, the employee will be granted upon request an appropriate leave of absence and if he attends the funeral he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule on any of the days prior to the funeral, the day of the funeral and the day after the funeral for a maximum of three (3) days. When the funeral is held outside the Yukon Territory, four (4) days' bereavement leave will be paid.

34.02 Members of the immediate family are defined as the employee's spouse, common-law spouse, mother, father, sons and daughters, brothers, sisters, mother-in-law, father-in-law, employee's grandparents and legal guardian.

34.03 Funeral leave is not compensable when the employee is on unpaid leave of absence or layoff or for days falling outside the employee's scheduled work week or when he is receiving benefits under the Health and Welfare Plan of Workers' Compensation.

34.04 Jury Duty

Any regular employee who is required to perform jury duty or is subpoenaed to appear as a witness in a court action on any day on which he would otherwise have worked will be reimbursed by the Employer for the difference between the pay received from the jury duty or witness fee and his regular straight time hourly rate of pay for his regular scheduled hours of

ARTICLE 37 - SICK LEAVE BENEFITS

- 37.01** All regular employees hired shall accumulate paid sick leave commencing on the first day following one (1) year of continuous service with the Employer at the rate of one-half (1/2) day, (i.e. four (4)) hours per qualifying month. A qualifying month will be one hundred and twenty-five (125) hours of paid time (including vacation and general holidays) in a calendar month. After accumulating one (1) or more days of sick leave, payment will be made commencing on the first full day of illness on which the employee would otherwise be working and will continue **for each** day until the employee uses up his sick leave, qualifies for weekly indemnity or until he is able to return to work, whichever occurs first.
- 37.02** A maximum of twelve (12) sick leave days can be accumulated or banked by each employee. Up to one half (1/2) any unused sick leave days may be requested paid out as **WELL PAY**, provided the employee leaves a minimum of three (3) sick leave days in the bank. Example: employee has ten (10) banked sick leave days. He/she may request up to half the bank or five (5) days **WELL PAY**. An employee who has four (4) banked sick leave days may only request one (1) **WELL PAY**. Said payouts must **be** requested by the employee with a minimum of two (2) weeks notice and will be included in the next payroll. Payouts may **be** requested no more than once a year with a minimum of twelve (12) months between requests.
- 37.03** Management has the right to request a medical certificate for any sick leave claimed.
- 37.04** Any abuse of the sick leave provisions will result in the immediate discharge of the employee.
- 37.05** An employee who is persistently or habitually absent from work on excuse of illness or sickness may be required to submit to a medical examination by a doctor designated by the Employer. Where such examination does not provide justifiable medical grounds for such absences, the Employer may give the employee a written warning. In the event such absences continue **after** the written warning, the Employer may discharge the employee.
- 37.06** Where an employee is declared by a doctor to **be** physically able **and** capable of resuming his employment, the employee is obligated to immediately return to **work**. In the event that the employee fails to return to work following such declaration, the Employer may **deem** the continuing absence to be a voluntary termination of employment by the employee.
- 37.07** When an employee is absent from work due to illness, sickness or accident, the employee shall make every reasonable effort to notify his immediate supervisor as early in the day as possible.

ARTICLE 38 - HEALTH AND WELFARE

38.01 Participation

It is agreed that the Company will participate in the Teamsters-Transport Health and Welfare Trust Plan (the Plan) instituted 1 July, 1971, and operated under an Agreement and Declaration of Trust revised on 26 November 1990.

The Company's participation in the Plan will continue throughout the life of this Agreement.

38.02 Board of Trustees

A Board of Trustees will be constituted of those members provided for in the Agreement and Declaration of Trust (The Trust Agreement) and will include no less than three (3) members appointed by Teamsters Local Union #31.

38.03 Plan Administration

The terms of the Plan and its administration shall be entirely the responsibility of the Board of Trustees, provided the Plan is administered in accordance with the Collective Agreement and any applicable government law or regulations.

The Plan and the activities of the Board of Trustees will be governed by an Agreement and Declaration of Trust, and benefit entitlement will be subject to such rules, limitations and exceptions contained in Plan documents and insurance contracts as are established and accepted by the Trustees from time to time.

38.04 Eligibility Conditions

(a) For the purposes of this section a regular employee or member of the Union hired by the Company shall include a dependent contractor as defined under Appendix "C" hereunder. A dependent contractor shall be considered a regular employee after working a minimum of 120 hours in any period of thirty (30) consecutive days.

(b) Any member of the Union who is a regular employee in the employ of the Company on the date of this Agreement shall join the Plan on the date of this Agreement.

(c) Any member of the Union who is hired by the Company after the date of this Agreement shall join the Plan on the first day of the month immediately following the month in which the employee becomes a regular employee.

(d) Notwithstanding subparagraph (c) above, any member of the Union who is hired by the Company after the date of this Agreement who has been covered under the Plan within the 30 day period immediately prior to the date on which he commences work with the Company, and

who becomes a regular employee, shall join the Plan on the later of this date of hire or the day following termination of his previous coverage.

(e) If an employee whose coverage has been terminated due to lay-off is recalled and works a minimum of one full shift, coverage for the weekly indemnity and long term disability benefits will commence on the date of return to work, and all other benefits will be reinstated as of the first day of the month in which return to work occurs.

38.05 ilit Employment

Any employee who, immediately following a period of disability for which benefits were payable under the Plan, may, with the approval of the Union, the board of Trustees and the Company return to work on a trial basis, either on full or limited duties without right or entitlement to coverage under the Plan other than would have been provided has such return to work not have occurred. It is agreed that the provisions of Article 38 shall not apply until such period of Rehabilitative Employment ceases.

During such periods of "rehabilitative employment", it is agreed that:

- (a) The employee will be paid by the Company at his normal rate of pay for hours worked.
- (b) The duration of such rehabilitative employment shall exceed forty (40) days only by mutual consent of all parties.

38.06 Benefits

Benefits provided by the Plan are established by the board of trustees. Benefits currently provided are:

- (a) Group Life insurance
- (b) Accidental Death and Dismemberment insurance
- (c) Weekly Indemnity
- (d) Long Term Disability
- (e) Dental
- (f) Extended Health
- (g) Medical Services Plan of B.C.

The amounts of coverage and details of each benefit are established by the Board of Trustees, and are subject to amendment by them from time to time.

It is understood that, should the provision of Medical Services Plan of B.C. coverage be removed from the Plan, the Company will be fully responsible for providing such coverage, and that the cost of such coverage will be paid for by the Company. It is further understood

that entitlement to coverage for Medical Services Plan of B.C. coverage will be identical to entitlement to coverage under the Plan.

38.07 Cost

- The Company shall contribute one hundred percent (100%) of the contribution rate established by the Board of Trustees for any month in which any employee is covered by the Plan for one day or more.

Definition: The Company agrees to the contribution rate established by the Board of Trustees from time to time and also any increase in the premium rates of the B.C. Medical Plan. This means that the Company will be responsible for any monies required to keep the Plan whole.

38.08 Payment of Contributions

Contributions will be made on a calendar month basis for each eligible employee and the Company shall remit the total contribution to the Trust aforesaid, not later than the twentieth (20) day of the month for which coverage is required.

Payment of contributions by the Company shall be subject to the conditions and provisions of Article 38 of this agreement.

38.09 Termination of Coverage

Except as provided under Article 38 , hereunder,

(a) **All** coverage's under the Plan will terminate at the end of the month in which lay-off or any other temporary interruption of employment commences.

(b) If employment is terminated, coverage for the weekly indemnity and long term disability benefits will terminate immediately upon termination of employment and all other-coverage's will terminate at the end of the month in which termination of employment occurs, except as provided under Article 38 of this Agreement.

38.10 Failure to Remit Contributions

It is agreed that, if the Company fails to remit contributions due under this Agreement on behalf of any eligible employee, the Company shall be liable for the payment of all benefits the employee does not receive from the Health and Welfare Plan but would have received had the company remitted the required contributions.

38.11 General

(a) It shall be the responsibility of the Trustees of the Plan to provide all necessary enrollment and administrative forms to the Company.,

(b) It shall be the responsibility for the Company to provide to the employee the necessary forms to enroll in and make claim under the Plan.

(c) It shall be the responsibility of the employee to cause such forms to be completed.

38.12 Companies where are in arrears in the remittance of union dues, initiation fees or health and welfare payments of thirty (30) days or more shall be required to pay all legal costs involved should the Union take legal action to recover said payments.

ARTICLE 39 - GENERAL HOLIDAYS

39.01 Subject to the eligibility provisions set out hereunder, the following days shall be recognized as paid general holidays:

- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Discovery Day | Boxing Day |

and any other days as may be proclaimed a holiday by the Federal or Territorial Government.

39.02 Eligibility Requirements

To be eligible to receive pay for a general holiday, an employee must have worked and received wages from the Employer in that calendar month in which the general holiday occurs and must work and receive wages from the Employer during the calendar month following the month in which the general holiday occurred.

39.03 No employee shall be entitled to be paid for a general holiday if he is assigned to work and does not work on such holiday without prior permission to be absent from work on that day.

39.04 Subject to Article 39.02, employees who are on lay-off or are on an unpaid leave of absence, workers' compensation or short term or long term disability shall not receive pay for holiday(s) which occur during their absence(s).

39.05 General Holiday Payments for Eligible Employees

General holiday payments for eligible employees shall be based on the number of straight time hours worked in the qualifying period in Article 39.02, divided by the number of days in which the Straight time hours were worked to a maximum of eight (8) hours pay per holiday.

39.06 Payment for Work Performed on a General Holiday

In the event a regular employee is required to work on a general holiday, he shall receive time and one-half (1 1/2) for each hour worked with a minimum of eight (8) hours in addition to the rate of pay as prescribed for the holiday if he is eligible for such holiday pay. For hours worked in excess of eight (8), he shall be paid two (2) times the straight time rate. Upon request, he shall also be entitled to one day off without pay. Such day to be taken within thirty (30) days and in conjunction with his regular days off, where applicable.

39.07 Where a day that is a designated general holiday for an eligible employee falls within his vacation period, the holiday shall not count as a day of vacation leave and the employee shall be entitled to an extra day of vacation with pay in conjunction with his vacation leave.

ARTICLE 40 - VACATION

40.01 Payment for Work Performed on a General Holiday

An employee is entitled to take vacation leave with pay, provided the employee has earned vacation leave credits in accordance with this Article.

40.02 An employee shall earn vacation leave credits in the following amounts for each completed year of service based on the calendar year commencing January 1 and ending December 31:

<u>Year [Inclusive)</u>	<u>Credit Earned</u>	<u>Vacation Percentage</u>
First and Second	Two (2) Weeks	Four (4) Percent
Third to Ninth	Three (3) Weeks	Six (6) Percent
Tenth to Fourteenth	Four (4) Weeks	Eight (8) Percent
Fifteenth and Subsequent	Five (5) Weeks	Ten (10) Percent

- 40.03** Vacation pay shall be calculated at the applicable vacation percentage above. The applicable percentage shall be applied to the total wages earned in the year in which the vacation leave credit was earned.
- 40.04** (a) Senior employees that are entitled to three (3) weeks vacation or more will be allowed to only take three (3) weeks during prime season. Prime season is defined as May 1 until September 30 inclusive.
- (b) Preference of vacation time will be given to senior employees. Senior employees may only exercise their seniority for selection once in a vacation year. Vacation lists should be posted February 1st of each year and employees shall designate their choice of vacation time before March 31st. The Employer shall post the final vacation schedule by April 30th. If an employee fails to designate his choice of vacation on such list while posted, vacation time will be granted during the remaining available time. As a general guideline, ten percent (10%) of the workforce may be away on vacation at any one time.
- 40.05** An employee shall be entitled to take vacation with pay only after the necessary vacation leave credit has been earned. Vacation taken must be in periods of not less than one (1) week. Vacation pay will be given to the employee, no later than three (3) days prior to that employee's vacation, only for that period of vacation time to be taken.
- 40.06** A year of service is defined as that period of time in which the employee has been actively employed for at least fifteen hundred (1500) hours or more in a calendar year ending December 31. No employee shall be entitled to accumulate more than one (1) year of service in any three hundred and sixty-five (365) day period (or three hundred and sixty-six (366) days in anniversary years where February has twenty-nine (29) days).
- 40.07** An employee who has not been actively employed for at least fifteen hundred (1500) hours or more during any calendar year shall have his vacation leave credit and vacation pay based on the percentage that his total hours of active employment represent compared to a base of two thousand eighty (2080) hours. For purposes of this Article "actively employed" means hours worked paid holidays and paid leaves of absence. Absence by reason of accident or proven illness shall be counted as hours worked up to a maximum of five hundred (500) hours.
- 40.08** In any calendar year where an employee has not qualified for a full vacation as a result of accident or proven illness, he will still be credited with a year of service to determine future vacations.
- 40.09** The time of vacation shall be fixed by the Employer consistent with the maintenance of efficient operations. Preference of vacation time shall be given to senior employees. Senior employees may only exercise their seniority for selection once in a calendar year.

ARTICLE 41 - GRIEVANCE PROCEDURE

41.01 All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article unless otherwise expressly provided in this Agreement.

41.02 The procedure for the adjustment and settlement of such grievances shall be as follows:

Step 1: Any grievance of an employee shall first be taken up between such employee and the Company supervisor. Time limit to institute grievance:

- (a) termination or lay-off - ten (10) calendar days
- (b) all others - thirty (30) calendar days

However, such employee will be entitled to be accompanied by a shop steward or a union representative.

Step 2: Failing settlement under Step 1, such grievance shall be taken up between representatives of the Union and the immediate supervisor.

Step 3: Failing settlement under Step 2, the matter will be taken up in presentation to a board consisting of two (2) Union members appointed by the Union and two (2) representatives appointed by the Employer.

Step 4: Failing settlement under the above steps, the matter will be referred to an agreed upon neutral person to act as an arbitrator who will meet with the parties to hear both sides of the case. Failing to agree upon a neutral person, the Federal Ministry of Labour will be requested to appoint a neutral arbitrator. The arbitrator shall be required to hand down his decision within fourteen (14) calendar days following completion of the hearing and his decision shall be final and binding on the two parties to the dispute.

ARTICLE 42 - OPPORTUNITIES FOR UPGRADING

42.01 If the Employer requests the driver to upgrade his license, the appropriate equipment will be provided for test purposes and driver will receive his regular rate of pay during the test period.

42.02 If a driver requests appropriate equipment for test purposes to upgrade his license or for license renewal, it shall be provided by the Employer when available.

42.03 Opportunities for improving a regular employee's mechanical training will generally be given on the basis of seniority within the appropriate unit, unless there are other extenuating

circumstances. Where opportunities will not be extended in order of unit seniority, the matter will be discussed with the Union before a final decision is reached.

42.04 'Allocation of apprenticeships will be on the basis of company seniority from among those meeting government entrance requirements.

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ARTICLE 43 - GENERAL AND MISCELLANEOUS PROVISIONS

43.01 The Employer will provide a bulletin board in each lunchroom for the posting of such notices as the Union or Employer may from time to time wish to post. The said Union notices shall be posted and signed by an elected or appointed officer or other authorized representative of the Union.

43.02 The Employer agrees to maintain adequate lunchrooms and sanitary washrooms having hot and cold running water and toilet facilities at the office locations. The Employer shall not be responsible for personal belongings on company premises.

43.03 It shall be the responsibility of employees to use lunchroom and washroom facilities carefully and considerately in order to keep them in a clean and tidy condition and free from unnecessary damage insofar as may be possible with normal usage.

43.04 If during the life of this Agreement new classifications and/or different types of equipment coming within the bargaining unit are established, it is mutually agreed that the parties hereto will meet in order to establish a fair rate for the new classification. In the event that the parties are unable to agree within fifteen (15) working days, the matter shall be referred to arbitration as provided for in Step 4 of Article 41.02 and the rate shall apply from the date of implementation.

43.05 Each employee must ensure the Employer is provided with his current address and telephone number and any changes thereto as soon as they occur. The employee shall also provide current personal information required for the purpose of benefit plans provided for in this Agreement.

43.06 All employees/union members shall receive a copy of this Agreement which is binding upon the bargaining authority and every employee in the unit for which the Union has been certified.

ARTICLE 44 - VALIDITY OF ARTICLES

44.01 If any Article or Section of this Agreement or of any supplements hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction and/or if compliance with or

enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

ARTICLE 45 - DURATION OF AGREEMENT

45.01 This Agreement shall be in full force and effect from February 3, 1995 and will continue in full force and effect through February 3, 1996 and from year to year thereafter except as hereinafter provided.

45.02 If a renewal or revision of this Agreement or a new Agreement has not been completed before the expiry of the term of or the termination of this Agreement, then this Agreement shall remain in full force and effect until a renewal or revision of the Agreement or a new Agreement has been concluded or until a legal strike or lock-out commences, whichever occurs soonest.

SIGNED THIS *19th* DAY OF *April*, 1995 AT WHITEHORSE, YUKON.

FOR THE COMPANY

FOR THE UNION

J Profert

Jim Profert
President

G. Zimmerman

Garnet Zimmerman
President

Don Evans

Don Evans
Business Representative

PART I
APPENDIX A

RATES OF PAY

	Cents Per Mile <u>January 1, 1995</u>
1. Mileage Rates	
Single Man Operations	47.00
Sleeper Cab Drivers	53.73
2. Hourly Rates	
Work Time	20.00
3. Single Man Operations	

(1) Single man drivers when required and authorized to purchase hotel or motel accommodations at points where the Employer does not maintain a terminal will be reimbursed for the reasonable cost of such rooms upon presentation of a receipt to the Employer.

(2) At terminal points where single man drivers are placed on layover or rest, the Employer reserves the right to designate hotel or motel accommodations and will provide transportation to and from such accommodation. Cost of such accommodation will be borne by the Employer.

(3) When a driver is required to remain at point away from his home terminal in excess of his initial layover (eighteen (18) hours) or in excess of his normal eight (8) hour rest period or in excess of his normal eight (8) hour wait period, the Employer shall then pay such reasonable expenses as may be incurred for meals and room if properly supported by voucher or receipt.

(4) When a driver is required to layover because of breakdown or road block, all reasonable lodging and meals shall be paid for by the Employer if properly supported by voucher or receipt.

Leadman (Definition and Rate of Pay)

The necessity of selection and classification of a leadman shall be at the discretion of ~~the~~ Employer and he shall be defined as:

An employee who directs the work of other employees while performing the same work himself. He shall not have the authority to directly hire, fire, suspend or discipline employees. He shall be a member of the Union.

Rate of Pay:

Fifty cents (\$0.50) per hour over and above the classification of employees for which he is a leadman.

5. Union/Industry Advancement Fund

The Teamsters ~~Local~~ Union No. 31 Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by ~~Teamsters~~ Local Union No. 31.

The Employer shall make contributions at the rate of five cents (\$0.05) per hour for which wages are payable hereunder for each employee covered by this Collective Agreement.

Payment of said funds shall be made to the Teamsters Local No. 31 Union/Industry Advancement Fund by the 15th of ~~the~~ month following that to which they refer.

This payment will be independent and separate from any other payment made to Teamsters Local Union No. 31.