

SOURCE	Union
EFF.	98:01/01
TERM.	2002:12/31
No. OF EMPLOYEES	20
NOM. RE D'EMPLOYÉS	df

COLLECTIVE AGREEMENT

Between
YELLOW FREIGHT SYSTEM OF BRITISH COLUMBIA
(Vancouver Terminal)
and
TEAMSTERS LOCAL UNION NO. 31

DURATION AND RENEWAL

This agreement between **YELLOW FREIGHT SYSTEM OF BRITISH COLUMBIA** and **LOCAL 31** affiliated with the International Brotherhood of **Teamsters**, Chauffeurs, Warehousemen and Helpers of America, shall be effective commencing **January 1, 1998**, and shall continue in force and effect through **December 31, 2002**, and also thereafter, on a **year-to-year** basis, by **automatic** renew. Provided however, for the purpose of negotiating alterations in wages and other terms and conditions of employment, either party may open this Agreement or any contract effectuated through automatic renewal by giving written "Notice of Opening" not later than three (3) months prior to the expiration date. "Notice of Opening" is in no way intended by the parties as a termination of nor shall it in anyway be constructed as a termination of this Agreement or any annual contract effectuated through automatic renewal nor as forestalling automatic renewal as herein provided. The parties reserve the right to economic recourse in negotiations, except during the interval between the giving of "Notice of Opening" and the expiration date.

Except by mutual written agreement, termination of this Agreement or any annual contract effectuated through automatic renewal, must, to the exclusion of all other methods, be perfected by giving written "Notice of Termination" not later than three (3) months prior to the expiration date, whereupon the contract shall, on its expiration date, terminate. Effective termination eliminates automatic renewal.

Any "Notice of Opening" or "Notice of Termination" given within three (3) months of any expiration date shall be absolutely null and void and completely ineffective for all purposes.

In the event either party realizes any article or portion of an article is incorrect, mistakenly omitted or misprinted, the parties to this agreement will meet to discuss and come to an agreement on the issues that are being disputed.

Gender: Wherever the use of the male gender is used herein, it shall also apply to the female gender where applicable.

ARTICLE 1

Section 1

It is recognized by this Agreement to be the duty of the **Union**, the **Company** or its bargaining agent and the employees to fully cooperate individually and collectively, for the advancement of conditions.

Section 2 Union Cooperation

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The Parties agree at all times as fully as it may be within their power, to further the interests of the industry.

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ARTICLE 2

Section 1 Certificate of Bargaining Authority

The **Company** agrees to recognize the Union as the Sole Bargaining Agent for its combination employees (driver/dockmen):

(a) Employees **and** categories of employees referred to in the Certificate of Bargaining Authority held from time to time by the Union, **and**

(b) All Dependent Contractors **and** Owner Operators employed by Companies **signatory** to **this** Agreement in the **work** categories falling within the **area** of jurisdiction of this Agreement.

Section 2 Bargaining Authority

All members of the Union 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 or where no **certification** exists, as **recognized** by **this** Agreement. The Union shall be responsible for **the** printing of these collective agreements **and** the Company **will** purchase such agreements **so** that each **and** every employee **of** the Company **will** **receive** a copy.

ARTICLE 3

Section 1

The Company will provide a bulletin **board** in **each** Company lunchroom or dispatch **area** for **the** posting of **this** Agreement and for such notices as the Union **or** Company **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.

Section 2

The Employer **agrees** to continue to **recognize** the Union as the exclusive bargaining **agent** for all employees coming **under** the provisions of **this** Agreement. Acceptance of **this** Agreement is subject to membership approval.

Section 3

All employees shall pay customary dues, initiation fees and uniform assessments, join **and** **maintain** membership in the Union on **and** after the ~~thirty-first~~ (31st) day following employment or the effective **date** of **this** Agreement, whichever **is** later. Employees failing to do **so** shall be **terminated**.

Each new employee when **hired** by the Company will be informed **by** the Company that he is to **contact** the Union Office or Shop Steward for the **purpose** of becoming a union member and signing **the** authorization **card** authorizing the Company to deduct from **his** earnings Union initiation **fees**, Union dues **and/or** other **assessorial** charges as levied against **him** in accordance with the Constitution and By-Laws of the Union of which he is a member and **so** indicated on the monthly or quarterly check-off list as **provided** by the Union to the Company. The Company shall remit Same to the Union not later than **fifteen (15) days** from the **date** that the deduction was **made** from the employee's wages.

Section 4

The Union is obligated to assist in furthering the Employer's business interests. Employees **are** obligated to perform an honest day's **work**.

Section 5

The Employer and Union shall be **fair** in relation to employment privileges and opportunities. ~~The~~ Employer and Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of race, religion, color, age, sex or national origin.

Section 6

Wherever the word "**qualified**" is used in this Agreement it shall only be interpreted to mean ~~that~~ employee be licensed by ~~the~~ proper governmental authority to **operate** the vehicle assigned and have complied with Provincial and/or Federal regulations requirements relating to physical examinations.

Section 7

No employee shall be suspended, **discharged** or discriminated against for upholding Union principles, **servicing** as a Shop Steward or on a Union committee.

Section 8

It shall not be a violation of **this** Agreement, nor shall it be cause for discharge or permanent replacement as an employee or disciplinary action of any kind if an employee refuses to cross or **work** behind a primary picket line, approved by ~~the Union~~ party to **this** Agreement, including picket lines at the Employer's place of business.

ARTICLE 4 UNIT WORK PRESERVATION

Section 1

The Employer must not make unilateral changes in **wages**, hours, or other terms and conditions of employment of unit employees, **without** prior good faith consultation and bargaining with the Union, concerning the effects of such changes.

The Company agrees not to contract out any **work** normally performed by employees covered by **this** Agreement in an area the Company is currently licensed in Vancouver, B.C. to **service** direct.

ARTICLE 5 LEAVES AND ABSENCES

Section 1

The Employer shall grant a leave for employees to serve on Union business, pursuant to Union **instructions**, **without** discrimination or loss of seniority or fringe benefits protection, not to **exceed** ten (10) working days.

Section 2

Employees disabled due to **illness**, disease or personal injury shall be treated as though on a legitimate absence for a period of **three (3) years** before their name will be removed from Company seniority roster. Employees disabled due to an on-the-job **injury** shall be covered as provided by Federal and/or Provincial **Workmen's** Compensation Code.

Section 3

Absenteeism (as distinguished from Leaves) is recognized as a very serious and disrupting problem. Leaves taken contrary to **this** Section are not authorized and may be construed as a voluntary quit.

Section 4

The employer, at ~~the employer's discretion~~, may grant a leave-of absence for proven ~~compassionate reasons~~. The employee will be given special consideration for such leave ~~and~~ may be required to substantiate the reason for such leave before the leave is granted. Any violation of this provision ~~will~~ be subject to disciplinary action up to ~~and~~ including dismissal.

Section 5

- (a) 'when the requirements of the company's service will permit, any employee upon written application to ~~the~~ company with a copy of said application to ~~the union~~, may if approved by the company be ~~granted a~~ leave of absence in writing (with a copy to the ~~Local~~ Union) for a period of up to thirty (30) days. Under such ~~leave the~~ employee shall ~~retain~~ and ~~accrue~~ seniority only.
- (b) ~~An~~ employee will only be able to utilize the ~~thirty-~~ (30) ~~day's~~ clause once during his/her ~~employment with the~~ company.

ARTICLE 6 RULES

Section 1

~~The~~ Employer ~~may~~, consistent ~~with this~~ Agreement, propose ~~the~~ implementation of reasonable written rules, ~~provided~~ rules are submitted ~~to the~~ Union ~~thirty (30)~~ days prior to implementation ~~Rules~~ may include reasonable appearance ~~and~~ ~~grooming~~ standards.

Section 2

The Union ~~must~~ specify objections ~~within~~ said ~~thirty (30)~~ days. Disputes over objections shall be ~~adjusted~~ pursuant to the Settlement of Disputes provisions.

ARTICLE 7 EXAMINATIONS

Section 1

Any Company or Government required ~~physical~~ or ~~medical~~ examinations shall be promptly complied with by all employees provided however, the Company ~~shall~~ pay for all such physical or medical examinations or for any time lost ~~as a result~~ thereof during this ~~working~~ hours. Where ~~a~~ regular employee ~~is~~ required by the company to take ~~a~~ medical outside of ~~his~~ regular hours of work, the company shall pay, to a ~~maximum~~ of ~~two (2)~~ hours straight time ~~wages~~ for such time spent, excepting in instances where ~~an~~ employee is returning to work or is about to ~~return~~ to work following illness or disability.

If following a medical examination under the first paragraph of ~~this~~ section, the employee is dissatisfied with the decision of the Company doctor, the employee may ~~seek~~ a decision ~~from his~~ personal doctor. Should the decision of the Company's doctor and the employee's doctor differ, the Company or the ~~Local~~ Union is entitled to direct ~~that~~ the employee be examined by a ~~medical~~ specialist whose specialty covers the disability. The ~~Company's~~ doctor ~~and~~ the employee's doctor, together, shall then select such ~~a~~ specialist, however, failing agreement ~~within~~ five (5) days, ~~the~~ College of Physicians and Surgeons shall be requested to make such appointment. The decision of the medical specialist shall be final and binding upon the parties involved and the employee shall not suffer loss in wages or Health and Welfare ~~Plan~~ benefits, whichever applies, ~~as~~ a result of such examination(s). Cost of third doctor will be borne equally by company and union.

An employee who has been absent from work because of illness or accident shall not suffer a reduction in his regular wages only because the Company requires a medical examination prior to the employee resuming work. If such employee is entitled to work under seniority and recall procedures, he will be paid his regular wages for each day or days until he returns to work, provided the Company medical examiner certifies the employee fit to resume work.

Section 2

Employees who have completed one (1) or more years of employment with the company and who are required to take government physical or M.O.T. medical examinations for the purpose of their vehicle operators license, will upon receipt of their doctor's report, make it available to the company for copying, if the government required physical is in the same calendar year as a company required physical, then the employee will be reimbursed for the full cost of such physical examination upon presentation of a receipt showing the employee has paid for such examination.

The above paragraphs do not apply to examinations for drivers or chauffeurs licenses nor to necessary examinations before first qualifying for employment, except pre-employment physicals.

ARTICLE 8 SAFETY

Section 1

SAFETY: The employer shall make and maintain reasonable provisions and take and maintain reasonable measures to assure employee safety and protection. Employees must comply with approved safety regulations.

Section 2

Adequate safety and mechanical devices and heaters, defrosters, mirrors and head and auxiliary lighting shall be maintained on all power units. Other equipment shall be safely maintained.

Section 3

The Employer shall not require employees to take out power units and/or other equipment in unsafe operating conditions. It shall not be a violation if an employee refuses to operate such, unless the refusal is not justified. Employees shall immediately or at the end of the shift report all defective equipment

Section 4

Employees involved in any on-the-job accident, with or without equipment, shall immediately report same and any physical injuries sustained. Employees physically disabled by an accident at work will be paid up to the eight (8) hour guarantee for the day of the original injury only, provided he is not in receipt of compensation from Worker's Compensation Board for that day.

ARTICLE 9 PAY - TIME CARDS - CLOCKS

Section 1

PAY Employees, whether paid by cash, check, draft or voucher shall receive itemized statement of all earnings and deductions, i.e., regular hours, overtime hours, holidays, vacations, mileage (if any) subsistence, layover, taxes, etc.

Section 2

Upon termination, all monies due to the employee shall be paid **as soon as possible but not later than seven (7) calendar days thereafter.**

Section 3

TIME CARDS: A daily time record covering all employees **shall** be maintained at the Employer's place of **business.**

Section 4

PAY DAYS: Normal pay days will be on Wednesdays, eleven (11) days **after** each **work week** ending date thereafter (i.e., Work week ending 12-27-86 will be **the first payroll processed for pay day on Wednesday 1-7-87).**

ARTICLE 10 INSPECTIONS

Section 1

Authorized **Union** representatives shall have **access to the Employer's place(s) of business during working hours for the purpose of adjusting grievances, investigating working conditions, collecting fees, dues and assessments and ascertaining that the Agreement is being adhered to, provided work schedules are not otherwise disrupted.**

ARTICLE 11 INSPECTION PRIVILEGES, SHOP STEWARD(S)

The Employer recognizes **the right of the Local Union to designate Shop Stewards from the Employer's seniority list. The authority of Shop Stewards designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:**

- (a) The investigation **and** presentation of grievances **with his Employer or the designated company representative in accordance with the provisions of the collective bargaining agreement;**
- (b) The transmission of such messages and **information, which shall originate with, and are authorized by the Local Union or its officers, provided such message and information:**
 - (1) have been reduced to writing; or,
 - (2) if not reduced to writing, are of a routine nature and **do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.**

Shop Stewards have no authority **to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Local Union.** The Employer recognizes these limitations upon the **authority of Shop Stewards and shall not hold the Union liable for any unauthorized acts.** The Employer in **so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.** The Shop Steward shall be permitted reasonable time to **investigate, present and process grievances on the Company property without loss of time or pay during his regular working hours without interruption of the Employer's operation.** Such time spent in handling grievances during the Shop Steward's regular working hours **shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the "Shop Steward."**

ARTICLE 12 SENIORITY

Section 1

Seniority shall be maintained in the reduction **and** restoration of ~~the~~ working force, ~~providing~~ the senior man **is** capable of performing all job functions.

Section 2

A copy of the current Seniority ~~List~~ shall be **posted and also furnished** to the Union. Seniority shall prevail in all layoffs and recalls.

Section 3

Employees ~~with~~ seniority ~~must~~ be **working or scheduled to work** before non-seniority employees may be **utilized**.

Section 4

Seniority is broken by retirement, voluntarily **quit**, or more than **a one (1) year** continuous layoff, **and as** covered under Article 5, Section 2.

Section 5

1. A regular employee shall be **considered as** such an employee of the company when:
 - (a) He/she **has** completed his/her probationary period
 - (b) He/she **makes** himself/herself available **to** the Company for full-time employment.
 - (c) He/she **has** no other outside employment, except **where such employment** may be specifically permitted under **the** provisions of **this** agreement.
 - (d) It shall not **be** cause for discipline or discharge for **an** employee **to** seek and/or **accept** gainful employment while on lay-off **status** provided the employee complies with sub-section (b) herein.
 - (e) He/she is **the** holder of **valid** and **subsisting** licenses **to** operate mobile equipment if required **by** the company and as required by the **statutes** and regulations of the **federal and** provincial government.
 - (f) When the company tries to contact **any** regular employee **who** is either **on** lay-off in excess of **two (2)** weeks or **has failed to report** for duty within **twenty-four (24)** hours of **the** contact and **cannot** be contacted by telephone regarding his/her availability for employment the company will **then make** final contact by registered mail (**with** copies **to the** union). Failing **to** then contact the company **with** sufficient justification may constitute **grounds** for dismissal, The employee will be responsible for advising the company **as to his/her** current **address** and telephone numbers. All changes must **be communicated** in **writing**.
2. A part-time/casual employee shall:
 - (a) Be **used on an** incidental **and** temporary **basis** to provide replacement and supplemental manpower.
 - (b) Be carried on the regular part-time/casual employee's seniority list **to a maximum** of twenty-five **(25)** percent or four **(4)** whichever is greater.
 - (c) Be given the **first** opportunity **to qualify as a** regular employee **as** openings become available provided the employee meets all company qualifications and requirements.
 - (d) Upon completion of **fifteen (15)** supplemental shifts in a thirty (30) calendar **day** period, the senior man from the part-time roster shall be offered full time employment subject to the probationary period.
 - (e) Shall **be paid two** (\$2.00) dollars less per hour **than** the current full-time rate.

Section 6 - Probationary Period

- (a) All newly hired employees shall be considered **as** probationary employees for the first forty **(40) days**. There shall be no responsibility on the part of the company in respect of the employment of probationary employees should they be laid off for lack of **work** or discharged during their probationary period. However, the company shall inform the probationary employee **as** to whether the employee **has** been discharged or laid-off.
- (b) Seniority shall be calculated **from** the first day of the probationary period.

Section 7 - New Hires

Upon completion of the probationary period the employee will be paid **as** follows.

- (a) For the first **six (6)** months of employment a new employee will be paid two dollars **(\$2.00)** per hour **less** than the rate of pay set forth herein.
- (b) For the second **six (6) months** of employment, a new employee **will** be paid one dollar **and fifty cents (\$1.50)** per hour less.
- (c) For the third **six (6) months** of employment a new employee will be paid one dollar **(1.00) per hour** less.
- (d) For the fourth **six (6) months** of employment, a new employee will be paid **fifty cents (\$0)** per hour less.
- (e) Upon completion of the second **full** year of employment employees **will** receive **the** appropriate **regular** hourly rate as stipulated in the **collective** agreement.

Section 8 - Hiring Hall

- (a) When additional employees **are required** within **an area**, which is serviced by **a** permanently established, and operating Union Hiring Hall, the **company** shall give **first** opportunity **to the union** to supply suitable members for employment. In the event **the union is** unable to supply suitable **persons** the company may **use a person** who is not **a** member of **the union**.
- (b) In the event **that a person who** is not **a** member of the local union is taken into employment **by the company**, such **person** shall **make** application **to join the union** and if approved by the **union** shall **join the union** within **three (3) days** of his/her **hiring** and **shall** be added **to the** check-off **list** forthwith. In the event **the person** is not approved by the **union**, **such person** shall be replaced forthwith.

When **casual** employees **are required** to be **tested** by **the** company, said employee **would be** eligible for reimbursement of that cost provided he/she passed the **test**.

ARTICLE 13 BEREAVEMENT LEAVE

Section 1

Employees, with seniority, suffering a death in the immediate family shall receive **three (3) days** off with pay, if **taken** within five (5) days of death.

Section 2

Immediate family **means:** Wife, **Husband, Son, Daughter,** Mother, Mother-in-Law, Father, **Father-in-Law,** Brother or Sister (whether full or half-blood or by legal adoption), step children raised in the home **and** grandparents of the employee.

Funeral leave is not compensable when the employee is on leave-of-absence, bona fide layoff or **annual** vacation.

This clause will have no application for **an employee on leave-of-absence** or when receiving benefits under the Health Plan, annual vacations, Workmen's Compensation or **as** otherwise covered by **this Agreement**.

Section 3

The Company may require **an employee to provide** proof of death of a member of the employee's family for which he **is claiming** Bereavement Leave. Such proof will include place, time and date of **death**,

ARTICLE 14 JURY DUTY

Section 1

Employees, **with** seniority, **called** for any jury service and **taken from work** shall be **reimbursed for** any loss, while actually responding **to such call**, provided the employee **furnishes** copies of **checks or vouchers received** for service.

Section 2

The amount the employee shall be reimbursed **shall be** the amount **that** would have been **earned at regular** straight time hourly rate, less **amounts** received. There shall be a limit of **ten (10)** days paid per calendar year. Company will comply with Federal and/or **Provincial Code as it pertains** to extended absence due **to performing jury duty**.

Section 3

Any regular full-time employee **who** is required to appear on behalf of or **at** the request of the Company, resulting **from** an incident which directly involved the employee and company during **the** employee's **regular work day**, will be reimbursed by the company for the difference between the witness fee and **the** regular straight time hourly rate of pay for his **regularly scheduled hours of work**,

Section 4

It is understood that such reimbursement shall not be for hours in excess of eight **(8)** hours or ten (10) hours per day, depending on their **bid**, or forty **(40)** hours per week, less pay received for jury duty, or witness **fee**, whichever applies.

ARTICLE 15 SICK LEAVE

Section 1

- (a) All regular employees **who** have **one (1)** continuous **year's** service or more shall thereafter **accumulate paid** sick leave at the rate of one-half **(1/2)** day **per** employed **month to** a maximum of **six (6)** days per **contract** year. The accumulation of paid sick leave **shall be based on** the following provisions:
- (i) The employee shall **begin** accumulation of sick leave **at** the **start** of the pay period immediately following the date he completes **one (1) year** of continuous employment.
 - (ii) The employee must be paid for not less **than one** hundred and **twenty-eight (128)** hours in a **four (4)** week period to be credited for a half **(1/2)** day in **that** month **including** vacation and General Holidays.
 - (ii) Employees absent **from work** due **to** leave-of-absence for **any** reason, or sickness and compensation, will not accumulate sick leave **during** this absence.

- (b) Where any absences, occasioned by sickness or accident is not covered for payment by either the **Teamsters** Transport **Health** and Welfare Trust **Plan** or Workers' Compensation, paid **sick** leave shall be applied as follows.
- (i) One-half (1/2) day's pay for the **first** day of absence provided that day is a regular work **day**.
 - (ii) those days are regular **work** days.
 - (iii) A day's pay for employees will be eight (8) hours pay at the regular hourly **rate** for his **classification** **regardless** of the employee **being on** an eight (8) hour bid or ten (10) hour bid.
 - (iv) It **shall** be the responsibility of **the** employee to claim for accredited **sick leave** on **such forms as the** Company prescribe.
- (c) Any proven abuse of **the Sick Leave** Provision **will** subject the employee to immediate dismissal without recourse to the Grievance Procedure.
- (d) A **medical certificate** may be required to claim benefits under **this** provision.
- (e) The foregoing shall become effective **upon** the date of signing of **this** Agreement.

Section 2

Unused Sick Leave will **not be** **cash**ed out upon voluntary **quit**, termination or death. All employee Sick Leave **banks** will be cashed out April 30 of each contract year and **no carry-over accruals** will be allowed.

However, the Company **agrees to** allow employees to bank or carry forward up to **six (6) earned** days of sick leave to the new contract year or any unused **days up to six (6)**. Payout of **carry-over** sick leave days will be at the old rate in which they were **earned**. At the end of any contract year, any days in **bank** in excess of **six (6)** shall be **cash**ed out, clearing bank of oldest and lowest **rated days** banked **first**.

ARTICLE 16 HOLIDAYS

Pay for holidays when not worked shall be as follows:

General Holidays: Employees shall be paid for time not worked at the **regular rate on** New **Year's** Day, **Good Friday**, Victoria Day, Dominion Day, B.C. Day, Labor Day, Thanksgiving Day, Remembrance Day, **Christmas Day**, Boxing Day and in the event a General Holiday is proclaimed by the Federal or Provincial Government, such holiday **shall** be observed as a **General** Holiday. The **rates** of pay for **these general holidays** will be at the regular applicable work time rate.

Employees entitled to these paid holidays shall have been **on** the payroll thirty (30) calendar **days** previous to the holiday.

Employees absent **from work** by **reason** of accident or illness **not** in excess of **six (6) months** shall receive **full** pay for General Holidays as designated herein, Employees in receipt of **Worker's** Compensation Wage Loss Benefits shall not be paid for the General Holidays as designated herein.

Employees absent **by** reason of **leave-of-absence**, discharge, quit or **suspension** shall not be entitled to General Holiday **pay**.

The employee who is **terminated** or discharged for just cause within the **thirty (30) calendar day** period shall not be entitled to General Holiday pay.

When a General Holiday falls on Regular Employee's regular day off, then such employee will be granted a day of ~~fin~~ ~~lieu~~ such General Holiday on either the last working day preceding or the first working day following such General Holiday.

ARTICLE 17 VACATION

Section 1

Upon completion of one year's service, employees shall receive two (2) consecutive weeks vacation with eighty (80) hours pay at their hourly rate of pay in effect at the time they take their vacation or four percent (4%) of annual gross earnings, whichever is the greater. Vacation pay at four percent (4%) shall be paid to all employees with less than one (1) year of service.

Section 2

Three (3) weeks vacation.

Any employee completing three (3) years of Continuous service shall thereafter receive six percent (6%) or one hundred and twenty (120) hours at their hourly rate of pay in effect at the time they take their vacation, whichever is the greater.

Section 3

Four (4) weeks vacation.

All employees with nine (9) years or more continuous service shall thereafter receive eight percent (8%) or one hundred and sixty (160) hours, at their hourly rate of pay in effect at the time they take their vacation, whichever is the greater.

Section 4

Five (5) weeks vacation.

All employees with fifteen (15) years or more continuous service shall thereafter receive ten percent (10%) or two hundred (200) hours, at their hourly rate of pay in effect at the time they take their vacation, whichever is the greater.

Section 5

Absence by reason of accident or illness shall be counted as hours worked in the intervening years between the employee's first year and final year of employment. In any such year, the employee will be credited with a maximum of five hundred (500) hours for such absence if he has less than one thousand and five hundred (1,500) hours of work in that year to qualify for vacation herein stipulated.

In any year where an employee has not qualified for a full vacation as a result of accident or illness, he will still be credited with a year of service to determine future vacations.

Section 6

Fifteen hundred (1,500) hours shall constitute a year's service but no employee will be permitted to accumulate more than one (1) year of service, or any additional fraction thereof in any single calendar year. However, General Holidays shall count as hours worked.

Section 7

(a) A calendar year shall be the period between January 1st and December 31st.

- (b) **Where** the date of commencement **of** employment is the anniversary date for the purpose of calculating **ann.** vacations, employees shall receive vacations in accordance with the provisions contained in Section 1 and/or 2 and 3 and 4 **and** 5 of this Article.
- (c) **An** employee hired after **January 1st** in **any** year and who does not qualify for a full annual vacation, shall be paid an amount equal to four percent (4%) of his **total wages** from the date **of** employment to December 31st of that year.
- (d) Employees who receive their vacation pay on the percentage basis shall be paid the appropriate percentage **of** gross income shown on their T4 income **tax** statement.

Section 8

- (a) **During** the Employer's prime season, June 1 to September 30 and December 15 to January 15, the Company will use the following formula for determination of the number of employees allowed on vacation **at any one time** at each Company Terminal location. Twenty percent (20%) to the nearest employee, up or down with **a minimum of one (1) employee and a maximum of ten (10) employees.**
 - (b) Vacation lists shall be posted on **January 2** of each year **and** employees shall designate **their** choice of vacation time before February 28th. If an employee fails to designate his choice of vacation on such listing while posted, vacation time shall be **granted** at the **Company's** discretion. The **Company shall** post **the final vacation** schedule by April 1, **and** shall remain posted for the balance of **the year.**
 - (c) **Vacation** period to **start** on completion of employee's normal **work** week and end on the first day of his normal **work week** on the completion of his vacation.
 - (d) Where **an** employee **has less than fifteen** hundred (1,500) hours and **is** terminating employment, voluntarily or otherwise, he shall receive 4%, 6%, 8%, or 10% of his **earnings in lieu** of **the** holidays to **which** he **is** entitled.
 - (e) Unless otherwise mutually **agreed** between the Company and the employee, every employee shall be notified **at** least fourteen (14) days prior to **being** required to **take** any vacation period. **Once vacation** periods are **established** **the** time shall not be changed except where mutually **agreed between** the employee and the Company.
 - (f) Any employee **who** accepts gainful employment while on vacation may be **terminated.**
 - (g) In the event a General Holiday falls during **an** employee's vacation, the employee **will** be **allowed** a day **off without** pay in lieu of such General Holiday **either** immediately preceding or immediately following his vacation period. Such day off **without** pay in lieu of a General Holiday will be designated on the **final** vacation schedule.
- General Holidays that fall within the vacation **periods** that are not designated on the **final** vacation schedule, the day **in** lieu of such General Holiday will be **designated** at the time the vacations **are** booked and **approved.**
- (h) **The** time of vacation shall be fixed **by** the **Company** consistent **with** the efficient operation of the **business.** Preference of vacation time shall be given to senior employees.

ARTICLE 18 WAGES

All hourly employees will be **combination qualified** to perform all work duties driving, pick up and delivery, **dock,** and **forklift.**

Sec 1 Combination Employee

(a) Effective	Effective	Effective	Effective	Effective
1-1-98	1-1-99	1-1-2000	1-1-2001	1-1-2002
\$19.63	\$19.98	\$20.33	\$20.68	\$21.03

(b) Employees who commence work prior to 04:00 A.M. or 02:00 P.M. or after are entitled to a \$1.00 per hour shift differential. This is a shift differential and will be paid on all hours worked but not compounded by overtime.

Section 2

Part time and casual labor rates are contained in Article 12, Section 5.

Section 3

Extra employees rates of pay are contained in Article 12, Section 7.

**ARTICLE 19
WORK DAY AND WORK WEEK**

Section 1

The regular work day shall consist of eight (8) consecutive hours of work, not including the meal period. The regular work week shall consist of five (5) eight-hour days in the period from Monday to Friday, with Saturday and Sunday as assigned days off, or Tuesday through Saturday, Sunday and Monday as assigned days off. There shall be a fifteen (15) minute mid-morning and a fifteen (15) minute mid-afternoon break. There shall also be a lunch break of not less than thirty (30) minutes and not more than sixty (60) minutes.

Section 2

In addition to, and in conjunction with the five (5) consecutive 8-hour work weeks described above, the employer may establish a work week consisting of four 10-hour straight time work days, Monday through Sunday, in accordance with the following rules:

- (a) All four 10-hour Monday through Sunday work weeks shall be subject to seniority bidding.
- (b) Bids may be four (4) consecutive days or split days.
- (c) In the event of a temporary vacancy in a four 10-hour Monday to Sunday bid due to vacations, illness, injury or leaves-of-absence or any other absences of a full week or more, shall be offered on that weekly basis to regular employees before casuals are used. Day-to-day absences will be filled first by regular employees without a bid and then casuals.
- (d) Holidays falling in a four 10-hour bid of a regular employee shall be paid ten (10) hours at straight time if he would normally have worked. Holidays falling outside the bid will be paid at eight hours straight time. Example: Christmas day is Monday, December 25th and the 10-hour employee is bid Monday through Thursday, the employee will work Tuesday, Wednesday, Thursday for 30 straight time hours and be paid ten (10) hours holiday pay. If the employee's work week is Tuesday through Friday, and Christmas day is on Monday, he will work Tuesday, Wednesday, Thursday and Friday for forty (40) hours and be paid eight (8) hours at straight time for the Christmas holiday.

- (e) Overtime will be payable **at** one and one-half (1 1/2) times the standard **rate** of pay for the 11th & 12th hour worked. Overtime will be payable at two (2) times the standard **rate** of pay for all **work** hours in excess of twelve (12) hours in a day. Employees working the 4-day **work** week on days between Monday and Friday inclusive, must have Saturday and Sunday **as their** regular days **off** and a third day **off** as designated by the Company. Where the four (4) 10-hour **shifts** include Saturday and/or Sunday, the (4) **shifts** must **run** consecutively and the employee **shall** have three (3) consecutive days off. Where the **four (4)** 10-hour **shifts** include Saturday and/or Sunday, the **shifts** may have different **start times** for each of these days. However, there **must** be no less than eight (8) hours **off** duty between **each shift**.

Section 3

Qualified casual employees reporting for work, pursuant to instructions, **are guaranteed** four (4) hours. Employees with seniority reporting for **work**, pursuant to instructions **are guaranteed** eight (8) or ten (10) hours, depending **on** their respective bid, plus lunch break.

Section 4

Holiday **work** is time-and-one-half (1 1/2) with an eight (8) hour guarantee plus holiday pay. Call **back** is four (4) hour minimum **at** time-and-one-half (1 1/2).

Section 5

The Company shall pay overtime rates of **wages** to every employee **entitled** thereto **as** defined **below**:

OVERTIME: Calculations shall be consistent **with the** following provisions: Overtime paid shall be for overtime worked **and** compensated at one-and-one-half (1 1/2) the applicable hourly **rate** of pay, for the **first** 2 hours (9th & 10th) of overtime on an eight (8) hour shift and then two (2) **x** the regular base rate for all **continuous** hours after **the tenth** (10th). **On** a ten (10) hour shift the first two (2) hours (11th & 12th) of overtime **are** paid at one and one-half (1 1/2) **x** the regular base rate and two (2) **x** the regular base rate for all hours after the twelfth (12th). Any employee who is called into work on his 6th or 7th shift or overtime day shall be guaranteed four (4) hours, **and** if he **works** in excess of 30 minutes past his 4th hour, he will be guaranteed six (6) hours. For hours **worked** in excess of six (6) hours, he shall be paid for time **worked**.

- (a) All time **worked** over and above eight (8) hours per day on any **shift shall** be deemed overtime until a break of eight (8) hours occurs, with the exception of an employee working a "10-hour shift" as explained in ARTICLE 19 ITEM A.
- (b) **For** the purpose of this section, the **work** week shall be from 00.01 hours Monday to 24.00 hours Sunday. With respect to general holidays, the foregoing overtime provisions **are** in addition to eight (8) hour **wages** which shall be paid in **any** event, if qualified.
- (c) **Shift** overtime shall be allocated whenever possible on **the basis** of seniority on a voluntary manner provided the **man** is capable of doing the job and all **things are equal such as** both employees being **at** the same location. However, upon **reaching** the **bottom** of the list **with** respect **to** seniority, the junior employee **shall** be **required** to **work** the necessary **overtime**.
- (d) Except in case of emergency or where it is unavoidable, **no** employee shall work weekly overtime (on or 7th shift) until all regular employees in their unit have worked the **full** quota of regular hours, provided they are capable and qualified regular employees amongst those who have not worked their **full** quota of regular hours.

(e) The Employer shall be required to provide reasonable notice of **known** overtime before requiring employees to **perform** overtime assignments on their regularly scheduled days off.

Section 6

Employees **are** required to **work** a maximum of six (6) hours per week. Employees must notify the company prior to their shift start that they have **fulfilled** their overtime allotment for the week and would not be available for **additional** overtime on the day of **notice**. The Company will **make** every reasonable effort to ensure **said** employee **has** returned to his home **terminal** upon completion of **his** regularly scheduled shift.

section 7

No employee shall be **compelled** to take his lunch period before he has been on duty **three** and one-half (3 1/2) hours or after he has been on duty **five (5) hours**.

Section 8

When a part-time hourly employee is **called and reports** for duty on any **day Monday** through **Sunday**, he shall be guaranteed a **minimum of four (4) hours**.

Section 9

The Company shall have **no** further obligation to an employee **who** has completed forty (40) straight time hours in a week from **Monday** through **Sunday**.

**ARTICLE 20
HEALTH AND WELFARE**

~~Teamsters Transport~~ Health and Welfare ~~Trust~~ Plan. Revised January, 1981. (See Addendum "A")

**ARTICLE 21
PENSION**

Teamster B.C. ~~Master~~ Employees **Pension Plan**. (See Addendum "B")

**ARTICLE 22
GRIEVANCE PROCEDURE**

Whenever any dispute arises between the Company and the Union, or between **the company and** one or more employees, the **men** shall continue to **work and** the dispute shall be **adjusted** in accordance with the following procedures. Time limit to institute this grievance procedure:

- (a) Termination or layoff - ten (10) calendar days.
- (b) All other grievances - thirty (30) calendar **days**.

In any dispute over a pay check or pay statement, or any matter thereon, the time limit shall be calculated **from** the date the employee received **the** pay check or pay statement

step 1:

Any grievance of an employee shall first be taken up between such employee and the Company supervisor, however, the employee will be entitled to be represented by a Shop Steward or a Union representative.

Step 2:

Failing settlement under Step 1, such grievance shall be taken up between a representative of the Union or a Shop ~~Steward~~ and the Company ~~supervisor~~.

step 3:

Failing settlement under Step 2, such grievance and any dispute arising between the Union and the Company over the interpretation or application of the provisions of this Agreement, including any dispute as to whether a matter is subject to this grievance procedure, shall be referred to two (2) authorized representatives of the Union and two (2) authorized representatives of the Company. The representatives of the Union and the Company shall exchange statements in writing setting forth their respective positions relative to the matter(s) in dispute not later than at their initial meeting.

step 4

Failing settlement under Step 3, either Party may refer the matter to an agreed upon neutral arbitrator who will meet with the authorized representatives of the Union and the Company to hear both sides of the case.

Section 2

If the Parties fail to agree upon a neutral arbitrator within five (5) days (excluding Saturdays, Sundays and General Holidays) after one Party has served written notice on the other Party of its intention to refer the matter to a neutral arbitrator, the Minister of Labor will be requested to appoint a neutral arbitrator.

Section 3

The arbitrator shall be required to hand down his decision within fourteen (14) days (excluding Saturday, Sunday and General Holidays) following completion of the hearing and his decision will be final and binding on the two Parties to the dispute and shall be applied forthwith.

The decision of the arbitrator shall be specifically limited to the matter submitted to him and he shall have no authority in any manner to amend, alter or change any provisions of this Agreement.

Section 4

The cost of the arbitrator will be borne equally by the Union and by the Company.

section 5

Under Step 3, the Company will act as Recording Secretary and will furnish the Union with a copy of any such minutes. All copies of minutes will be signed by both the Union and the Company representative(s). Under Step 3, the meeting chairman will be rotated between the Union and the Company.

Section 6

The parties agree that should Canada form a national grievance panel, both the Company and the Union will participate.

**ARTICLE 23
MANAGEMENT RIGHTS**

Subject to the terms of this Agreement, all matters concerning the operations of the Company business shall be reserved to the management. The Union recognizes that it is the function of the Company.

1. To maintain order, discipline and efficiency.
2. To discharge, classify, suspend for proper cause, direct or transfer employees from one classification to another, move employees from one location to another for proper cause.
3. To increase and decrease working forces.
4. To make or alter from time-to-time rules and regulations to be complied with by its employees. These rules and regulations are to be filed with the Union.
5. An employee will receive a copy of any written reprimand or warning letter placed in his file with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the employee's personal work history. However, any incident causing such written reprimand or warning letter over a period of twelve (12) months will not be used to compound other disciplinary action against the employee.

**ARTICLE 24
SUPPLEMENTAL LINE RUNS**

When operational needs dictate the local Vancouver combination employees may be used to perform line runs to any destination, if where their "hours of service" permit. These supplemental Line Runs may be included within the Vancouver combination employees regularly scheduled work hours, and if such will not constitute any additional compensation other than the combination employees regularly scheduled rate of pay (subject to the overtime provisions).

**ARTICLE 25
SAVINGS CLAUSE**

Section 1

If any Article or Section of this Agreement or any of the riders hereto should be held invalid by operation of law or by an tribunal of competent jurisdiction, 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 rider 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.

Section 2

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either Party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 22.

ARTICLE 26
SANITARY CONDITIONS

- (a) Where possible, and where required, the Company agrees to maintain at its terminals adequate clean, sanitary toilet facilities, lockers, lunchrooms and washrooms having hot and cold running water, with proper ventilation. It shall be the responsibility of the employees to use all facilities carefully, considerately, without unnecessary damage and dirtiness.

ARTICLE 27

Section 1 - Uniforms Supplied

Where any employee is required to wear any kind of uniform or coveralls as a condition of continued employment, such uniform or coveralls shall be furnished by the Company at no cost to the employees.

Section 2 - Protective Clothing

(a) Any employee physically handling fresh or frozen flesh and fish entrails, meats, hides, creosoted items, lampblack ink, acids and ore concentrates in substantial quantities shall be provided with rubber or leather aprons, coveralls, smocks and gloves, as appropriate; also to drivers who pump off asphalt, or bulk cement. Coveralls shall be maintained by the Company. Bulk petroleum product drivers shall be provided with adequate gloves and after the initial issue, on an exchange basis.

(b) Any employee who is exposed to a hazard by reason of handling toxic or noxious chemicals shall be provided with adequate protective clothing and equipment as required by Workers' Compensation Board regulations and the cost shall be borne by the Company.

(c) Where the Company makes it a condition of employment for all employees to wear safety-toed boots, the Company will supply same.

Section 3 - Premium Pay

A wage differential of fifty (50) cents per hour shall be received by every employee required to physically handle green hide, fresh fish and fish entrails in truck load lots.

ARTICLE 28
POSTING

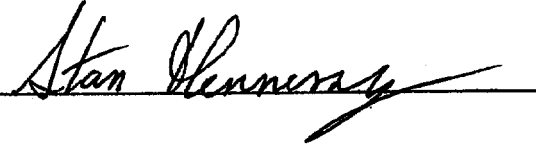
1. The company will post seventy-five percent (75%) of the active seniority list for bids. All new jobs and vacancies are subject to seniority and shall be posted promptly for three (3) days in a conspicuous place at the terminal stating start time and job description.
2. All regular employees shall be entitled to bid on such postings and the company shall designate on the original posting the successful bidder within three (3) working days of the closing date of the posting. Any regular employee absent by reason of accident, sickness or vacation shall have the opportunity to bid on such job postings or vacancy within three (3) days after his return to work, provided he is capable. Should a bid shift be canceled the affected employee will have the right to exercise his seniority and bump a junior bid man. Should the company require a posted employee to commence work prior to his posted shift time, those hours worked would be at the overtime rate.

SIGNED THIS

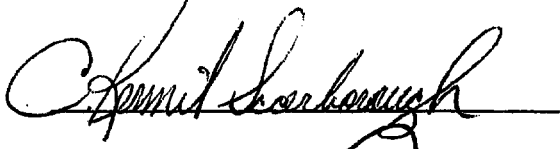

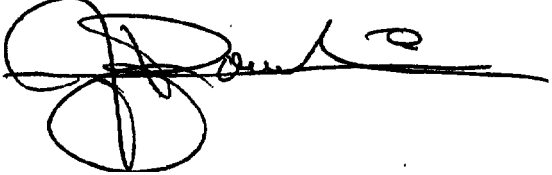
DAY OF

, 1999.

FOR THE UNION LOCAL 31:



FOR THE COMPANY:

ADDENDUM "A" - HEALTH AND WELFARE

Section 1 - 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 28 November, 1990.

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

Section 3 - 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 regulation.

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, limitation and exceptions contained in Plan documents and insurance contracts as are established and accepted by the Trustees from time to time.

Section 4 - Eligibility Conditions

- (a) 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.
- (b) 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 coincident with immediately following the month in which the employee becomes a regular employee.
- (c) Notwithstanding subparagraph "(b)" 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 his date of hire or the day following termination of his previous coverage.
- (d) 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.

Section 5 - Rehabilitative 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 coverage under the Plan other than would have been provided had such return to work not have occurred.

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 thirty (30) days only by mutual consent of all parties.

Section 6 - 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.

Section 7 - 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.

Section 8 - Payment

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 (20th) 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 22 of this Agreement

Section 9 - Termination of Coverage

- (a) All coverages 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 coverages will terminate at the end of the month in which termination of employment occurs.
- (c) It shall be the responsibility of the Company to advise the Administrator of the Plan in a timely fashion of termination of a member's coverage and the Company will be held responsible for any costs incurred by the Board of Trustees that result from late notification of termination of coverage.

Section 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.

Section 11 - General

- (a) It shall be the responsibilities of the Trustees of the Plan to provide all necessary enrollment and administrative forms to the Company.
- (b) It shall be the responsibility of the Company to provide the employee the necessary forms to enroll and make claim under the Plan.
- (c) It shall be the responsibility of the employee to cause such forms to be completed.

ADDENDUM "B"

TEAMSTERS' - B.C. MASTER EMPLOYEES PENSION PLAN

Section 1

The Teamster - B.C. Master Employees' Pension Plan is designed to supplement other forms of pension an employee may have.

The Company together with other Companies signing a Collective Agreement that is the same or substantially the same as the B.C. Master Cartage and Warehousing Agreement on one Part, and Teamsters Local Union No. 31 on the other Part, have together established a Pension Plan to be known and described as:

Teamsters - B.C. Master Employees Pension Plan

The Plan will continue throughout the life of the Collective Agreement.

The Plan will operate under the supervision and guidance of five (5) Trustees appointed by the Companies and five (5) trustees appointed by the Union.

The Plan and the activities of the Trustees will be governed by a Trust Agreement aforesaid.

The following eligibility conditions shall apply to the Plan:

- (a) Any member of the Union who is a regular employee in the employ of the Companies described as part one above on the effective date of the Plan shall join the Plan from that date.
- (b) Any member of the Union who is hired by the Companies after the effective date shall join the Plan on the first day of the month immediately following that month in which the employee becomes a regular employee.
- (c) Notwithstanding the provisions of Sub-Section (b) of this Section, any member of the Union who is hired by the Company after the effective date of the Plan shall join the Plan as an active participant on the day he is so hired, provided that within the previous thirty (30) day period he was a participant in the Plan.

Section 2

The Trustees shall establish benefits from time to time in conformity with the sound financial applications of the negotiated contributions.

Section 3

The cost of the Plan shall be borne by the Companies.

The Company shall contribute in respect of each employee at a rate of contribution for each hour worked as follows:

- (1) All straight time hours worked by (of paid for) an eligible regular employee, to a maximum of 2080 hours per year, except:
 - (a) Any employee working a four hour day work week shall be entitled to 40 hours per week, provided the employee works each day of the stipulated work week.
- (2) All hours, but no more than 2080 straight time hours per year, for an employee within the regular bargaining unit on leave of absence by reason of their being appointed or elected to a part-time or full-time position in

the Union. (These contributions shall be paid by the Union).

- (3) The following shall be deemed to be periods of work for which contributions are required to be paid by the Company:

- Jury Duty
- Bereavement Leave
- Vacation Pay
- Statutory Holiday Pay

No contributions are required to be paid for:

Change in shift penalty
Call time - where a call involves a four hour minimum embodying call time and hours worked.
Only hours worked are contributed for.
Severance allowance.

The following rate of contribution shall apply:

Effective Date- Cents Per Hour

Jan 1/98	Jan. 1/99	Jan. 1/2000	Jan. 1/2001	Jan. 1/2002
\$2.05	\$2.30	\$2.55	\$2.80	\$3.05

Contributions shall be made on a calendar month basis for each regular employee and the Companies shall submit the total contribution to the Trust aforesaid, not later than the twentieth (20th) day of the following calendar month.

ADDENDUM "C" - INDUSTRY ADVANCEMENT FUND

The Teamsters Local 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 of five cents (\$.05) per ~~straight time hour for~~ which wages **are** payable hereunder for each employee and dependent contractor covered by this Collective Agreement, to a maximum of **forty (40) hours per week.**

Payment of ~~such~~ 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.

LETTER OF UNDERSTANDING

BETWEEN: YELLOW FREIGHT SYSTEMS


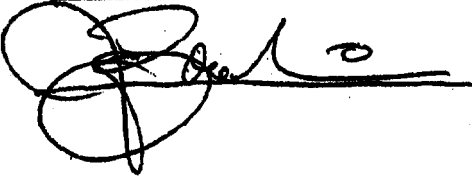
AND: TEAMSTERS LOCAL 31

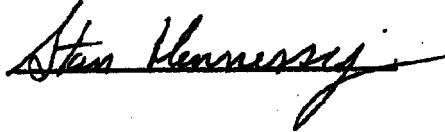
When and if Electronic Payroll Deposit becomes available, the company will provide that service.

SIGNED THIS DAY OF , 1999

FOR THE COMPANY

FOR THE UNION



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