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COLLECTIVE AGREEMENT.

Between
YELLOW TRANSPORTATION OF BRITISH COLUMBIA, INC.
(Vancouver Terminal)
and
TEAMSTERS LOCAL UNION NO. 31

RECEIVED
02/02/09

DURATION AND RENEWAL

This agreement between YELLOW TRANSPORTATION 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, 2008, and shall continue in force and effect through December 31, 2012, and also thereafter, on a year-to-year basis, by automatic renewal. 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

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, serving 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. Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit his seniority rights and his name will be stricken from the seniority list and he will no longer be considered an employee of the company
- (b) An employee will only be able to utilize the thirty- (30) day's clause once during his/her employment with the company. **An** employee will only be able to utilize the thirty (30) day's leave clause once during his/her first fifteen (15) years of employment and will be able to utilize the thirty (30) day's leave clause once after his/her fifteenth (15th) year is completed with the Company. **An** employee must be on the seniority list one (1) full year before being granted a leave under this provision.

Those employees who have not completed fifteen (15) years of service on January 1, 2003, and have not utilized the thirty (30) day's leave clause will carry forward this thirty (30) day's in addition to the thirty (30) in the new fifteen (15) year period.

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) hours or ten (10) hours, if assigned to a ten (10) hour bid, 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 Fridays, seven days (7) after each work week ending date thereafter (i.e., Work week ending 12-26-08 will be the first payroll processed for pay day on Friday 1-2-09).

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." If a Shop Steward is required to attend a grievance meeting outside his regular hours of work, time spent attending such meeting shall be paid at the Shop Stewards regular rate of pay.

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. **The order of call will be 1. Combination employees. 2. Dock only employees.**
- (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-timerate.
- (f) **The employer and the Union recognize that if an employee remains off work for more than one (1) year because of illness, the employer will not be allowed to replace that employee with a casual except as an extra.**

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 (.50) 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 the 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, and Grand children.

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 and Welfare Plan, annual vacations, Workmen's Compensation or as otherwise covered by this Agreement. The intent of this Article is for the employee to be compensated for work missed to keep his workweek whole.

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. If the employee is released from jury service and can complete four (4) or more hours of his/her shift, the employee shall notify the company and if work is available, report to work to complete the shift. It is the employee's responsibility to furnish the company with proof of what time he/she was released from jury duty

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.
- (iii) 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.

(f) Those employees who have earned sick leave under the contract will be allowed to take the earned sick leave ~~as~~ personal time off up to a maximum of six **(6)** days per contract year, with ~~three~~ **(3)** days written notice to the employer. Depending on the workload and the number of such requests the employer will grant the time off if the operation

allows.

The Employer can consider the number of employees who have previously scheduled vacations, holidays, personal time off, etc., when granting the number of employees allowed to schedule this personal time off.

In cases of emergency the employer will consider requests for personal time off with less than the three (3) days notice, in accordance with the guidelines outlined above.

If more than one (1) employee requests the same day for personal time off the employer will consider as many requests as operationally possible, by seniority, when granting the personal time off. No personal time off will be granted more than three (3) days prior to the requested day to allow the employer to review all of the personal time off requests and seniority considerations.

Section 2

Unused Sick Leave will not be cashed out upon voluntary quit, termination or death. All employee Sick Leave banks will be cashed out two weeks after December 31 of each contract year and no carry-over accruals will be allowed. The Company will issue as separate check for unused sick leave payout.

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). **An** employee must notify the Company by December 15 of each contract year if they intend **to** bank any sick leave days and how many they intend to bank. 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 cashed 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.

In addition to the above named holidays employees shall be granted one (1) personal holiday during each contract year. The personal holiday shall be taken on the employee's birthday or any day of his/her choice within a three week period after the birthday holiday. The personal holiday cannot be carried over to the next contract year nor will the holiday be cashed out if not used. **An** employee may choose any workday of his preference for his personal holiday or take his birthday by giving the Employer at least fifteen (15) days written notice prior to the day chosen. The Employer will grant the Employee the day of his/her choice unless an excessive number have chosen the same day, including the number of employees off on vacation, and granting the request would effect the Employer's operation. Seniority shall prevail on the choice of days.

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 off in lieu of such General Holiday on either the last working day preceding or the first working day following such or another day ~~as~~ agreed to in lieu of such General Holiday. By mutual agreement between the Company and the Employee, an Employee can work the General Holiday in lieu of the normally scheduled work day. Example: Workweek consists of a Sunday and the General Holiday falls on Monday, by mutual agreement between the Employee and the Company the Employee can work the Monday as a regular work day and take Sunday off as the General Holiday, day.

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

~~Six~~ (6) weeks of vacation.

All employees with twenty-five (25) years or more continuous service shall thereafter receive twelve percent (12%) or two hundred and forty (240) hours, at their hourly rate of pay in effect at the time they take their vacation, whichever is

greater.

Section 6

In addition employees having three (3) or more weeks of vacation may elect to schedule **up** to one (1) week of accrued vacation in increments of one (1) day, or a combination thereof, subject to the following.

- (a) The employee must notify the Company at the time vacations are bid of his/her election to schedule one (1) week of accrued vacation in incremental days.
- (b) The employee must notify the Company fourteen (14) days prior to the date the employee elects to schedule the each day of such vacation.
- (c) The employee will be paid for the full week of vacation on the first day taken **as** a vacation a day at a time.

The scheduling of incremental days shall be subject to the number of employees requesting such time **off**, including the number of employees who had previously scheduled a personal holiday.

Section 7

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 8

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 9

- (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 annual vacations, employees shall receive vacations in accordance with the provisions contained in Section 1 and/or 2 and 3 and 4 and 5 and 6 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 10

- (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%, 10%, or 12% 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.

Section 1 Combination Employee

(a) Effective	Effective	Effective	Effective	Effective
1-1-08	1-1-09	1-1-10	1-1-11	1-1-12
\$23.78	\$24.18	\$24.63	\$25.03	\$25.48

- (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

~~But~~ 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 WORKDAY 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.

- (a) An employee who is required to work overtime continuous to their regular scheduled shift, shall receive a fifteen (15) minute break at the ninth (9th) hour, provided the need to work overtime will continue beyond his tenth (10th) hour.

Section 2

The Employer may establish a workweek consisting of either five (5) 8-hours workdays or four (4) 10 straight time hour workdays, Sunday through Saturday (any five (5) or four (4) days out of the seven (7) days period) in accordance with **the following rules:**

- (a) All Sunday through Saturday workweeks shall be subject to seniority. The shift maybe any five (5) 8-hour or any four (4) 10 hour workweek out of seven days.
- (b) The shift may be consecutive **or** split days.
- (c) In the event of a temporary vacancy in a four IO-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 five (5) 8-hour or the four (4) 10-hour shifts include Saturday and/or Sunday, the five (5) 8-hour or (4) shifts must run consecutively and the employee shall have two (2) or three (3) consecutive days off depending on the workweek. Where the five (5) 8-hour or 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 (6th 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).

An employee on a voluntary basis may put in writing his desire to run shuttle, if available and necessary, south of the border. By agreeing to run shuttle the employees name will be placed into the Canadian Drug Testing Pool and any additional regulatory requirements.

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, lamp-black 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

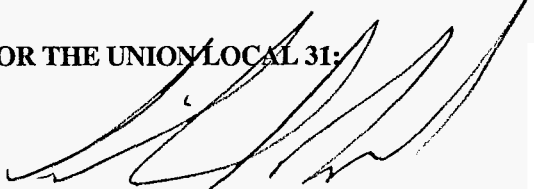
A wage differential of **fifty** (50) cents per hour shall be received by every employee required to physically handle green hide, fresh fish and fish entrails in truck load lots.

**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.
3. Bid employees off due to known illness or other absence in excess of thirty (30) days, the company will post the open bid for temporary assignment. The bid held by the successful bidder will not be posted for temporary bid. When the employee returns, the temporary bid employee will return to their original bid. This section does not require the company to post temporary bids if the position does not need to be filled because of business levels.
4. If an unassigned, non-bid regular employee is not called for work for five (5) consecutive shifts, he shall be allowed to bump into a bid if he has the seniority to do so.

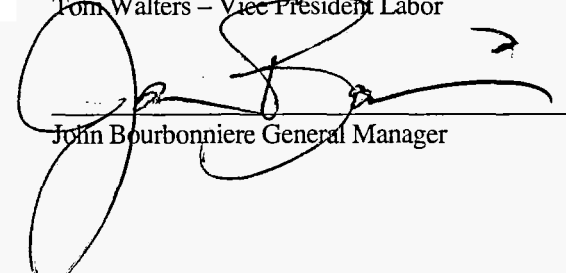
SIGNED THIS 7th DAY OF NOVEMBER, 2008.

FOR THE UNION LOCAL 31:


Richard Van Grol Business Representative

FOR THE COMPANY:


Tom Walters - Vice President Labor


John Bourbonniere General Manager

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 26 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 (or 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 1/08	Jan. 1/09	Jan. 1/10	Jan. 1/11	Jan. 1/12
\$6.10	\$7.10	\$8.10	\$9.10	\$10.10

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.

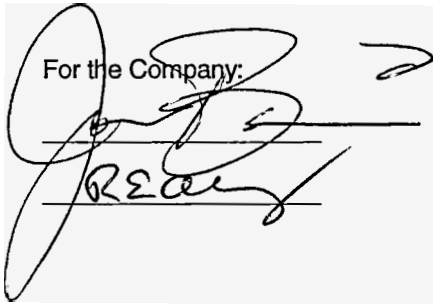
Payment of such funds shall be made to the Teamsters Local No. 31 Union/Industry Advancement Fund by the 15th of the month following that to which they refer.

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

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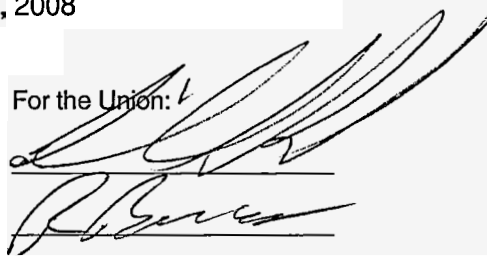
Signed this 11th day of November, 2008

For the Company:



A large, stylized handwritten signature in black ink, written over two horizontal lines. The signature is highly cursive and loops around itself.

For the Union:



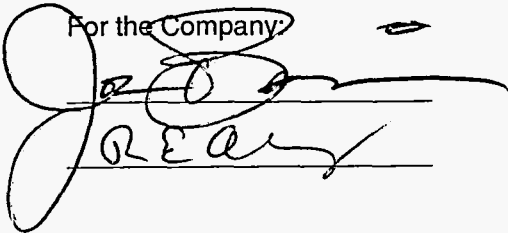
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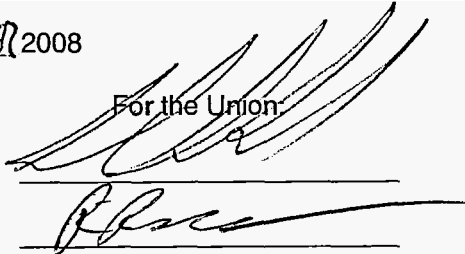
LETTER OF UNDERSTANDING
BETWEEN
YELLOW TRANSPORTATION
AND
TEAMSTERS LOCAL 31

Air-conditioning:

The Company agrees any tractor that is introduced into the tractor fleet at the VCR terminal after April 30, 2008, that currently has working air-conditioning, will not have that air conditioning removed or disconnected. The Company will not be required to retro fit any existing tractor, and if the air conditioning breaks down on any tractor that has air conditioning, the Company will not repair and may remove the air conditioning from that tractor

Signed this 7th day of NOVEMBER 2008

For the Company: 
REAR

For the Union: 

LETTER OF UNDERSTANDING
BETWEEN
YELLOW TRANSPORTATION
AND
TEAMSTERS LOCAL 31

Charge Hand Employee:

The Company may designate at their discretion Charge Hand Employees with specific duties and responsibilities as assigned. A Charge Hand Employee will have no disciplinary authority.

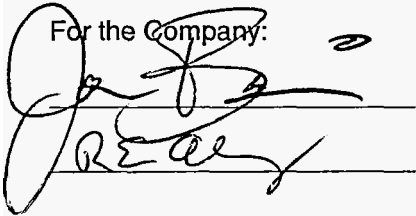
A designated Charge Hand Employee will be compensated one dollar (\$1.00) per hour in addition to their normal hourly wage for hours worked under job code 260 (dock).

It is agreed that the Company will compensate replacements if (temporarily) designated by the Company as a Charge Hand Employee the extra hourly rate.

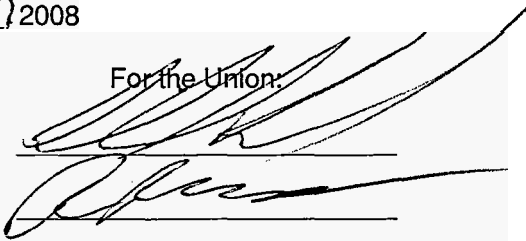
The hourly rate is not adjusted for overtime and is paid at the hourly rate as agree to as a weekly adjustment.

Signed this 7th day of NOVEMBER 2008

For the Company:



For the Union:



LETTER OF UNDERSTANDING
BETWEEN
YELLOW TRANSPORTATION
AND
TEAMSTERS LOCAL 31

Article 8 section 8:

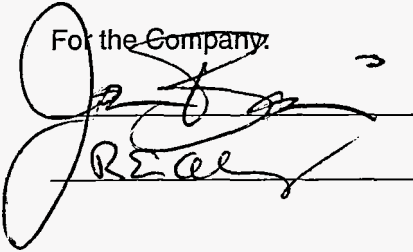
Hiring Hall:

It is agreed between the parties that the Company need not call the Union Hiring Hall for extra employees until such time as the Hiring Hall notifies the Company **by** fax transmission that there are available extra employees and there are suitable members for employment. Upon notification the Company agrees to call the Hiring Hall for the needed employees until such time as the Hall can no longer furnish employees.

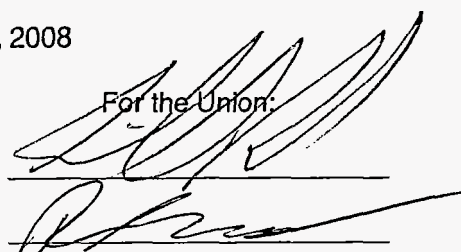
Signed this 7th day of NOVEMBER, 2008

For the Company:

For the Union:



RECEIVED



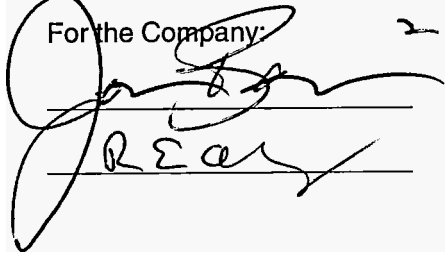
LETTER OF UNDERSTANDING
BETWEEN
YELLOW TRANSPORTATION
AND
TEAMSTERS LOCAL 31

Article 19 section 6:

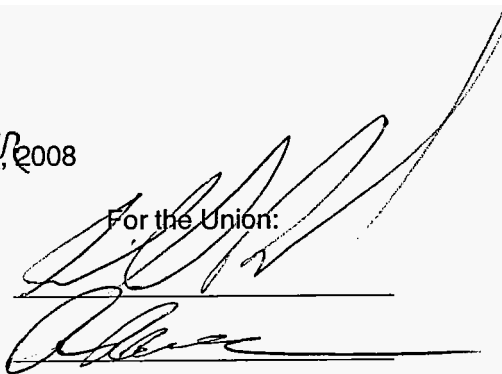
It is understood an employee shall notify the company as soon as possible, in writing, that they will have fulfilled their ~~six (6)~~ hours of overtime per week and will not be available for additional overtime after they have fulfilled their hours. The Company will make every reasonable effort to ensure said employee has returned to his home terminal upon completion of his shift.

Signed this 7th day of NOVEMBER, 2008

For the Company:



For the Union:



**LETTER OF UNDERSTANDING
BETWEEN
YELLOW TRANSPORTATION
AND
TEAMSTERS LOCAL 31**

Shorts Policy Guidelines:

During the period of May 1, through September 30, employees shall be allowed to wear appropriate work shorts, subject to the guidelines set forth herein.

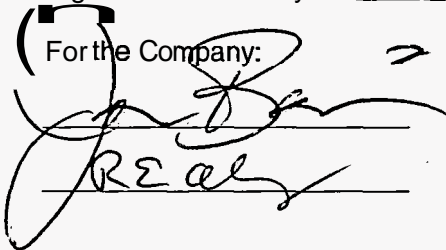
Appropriate shorts shall be defined as walking or Bermuda style shorts with at least two (2) pockets and belt loops and which cannot be shorter than **two** (2) inches above the knee, properly hemmed at the bottom and a conservative basic color (black, navy blue or brown). Socks and appropriate accepted work foot wear must be worn at all times. The policy administration is consistent with professional appearance and safety considerations and will be subject to management determination with the intent of the guidelines as set forth.

Shorts shorts, cut offs, un-hemmed, athletic, gym, sweats, biking, spandex, and calf length shorts shall not be allowed.

It is agreed that the Policy Guidelines as set forth do not replace official current contract provisions or language with reference to grooming standards, appearance, safety, or management rights.

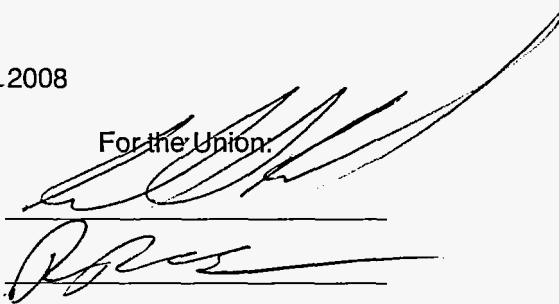
Signed this 7th day of NOVEMBER 2008

For the Company:



A handwritten signature in black ink, appearing to read "REAL", is written over a horizontal line. The signature is stylized and cursive.

For the Union:



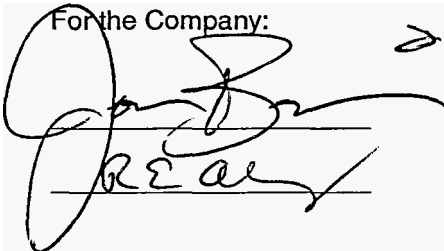
A handwritten signature in black ink is written over a horizontal line. The signature is highly stylized and cursive, with a long, sweeping flourish extending upwards and to the right.

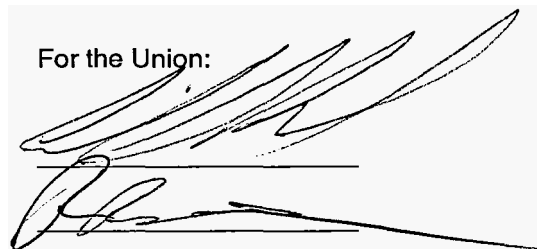
**LETTER OF UNDERSTANDING
BETWEEN
YELLOW TRANSPORTATION
AND
TEAMSTERS LOCAL 31**

Regular employees who are in the Canadian military reserves and are involuntarily called to active duty status for military– related service, excluding civil domestic disturbances or emergencies, shall receive twelve (12) months of health and welfare with the following requirements and clarifications:

1. Employees must give the Employer a copy of the official orders requiring them to report for active duty. If the orders do not explain the reason for the service it is the responsibility of the employee to give the Company a letter from his superior officer explaining the reason for the call to active duty. The employer reserves the right to deny the employee's request for voluntary military leave.
2. Any normal time the employee is required to serve in the military (weekend drills, summer service time, etc.) they will be required to use vacation time or holiday time.
3. The health and welfare payments shall only be paid for a maximum period of twelve (12) months.
4. For a regular employee who is involuntarily called to active duty for a period of one (1) year or less shall maintain seniority, unless there is a conflict with a current or future Federal Law.
5. An employee who volunteers for active military service maybe removed from the seniority list.

Signed this 7th day of NOVEMBER, 2008

For the Company:


For the Union:


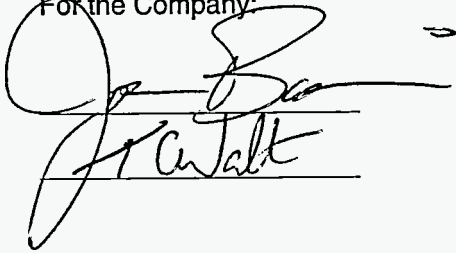
**LETTER OF UNDERSTANDING
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AND
TEAMSTERS LOCAL 31**

The Company and the Local Union recognize the difficulties experienced by the Union in having new employees contact the Local Union office or Shop Steward as outline in Article 3 Section 3 of the Labor Agreement. To Facilitate the requirements of Article 3 Section 3 the Company agrees to give each new employee a letter from the Local Union explaining the requirements to join the Union and an Authorization card prior to the employees first day.

The Company agrees to provide a list of new employees, casual or regular, to the Shop Steward on the first day worked by these individuals.

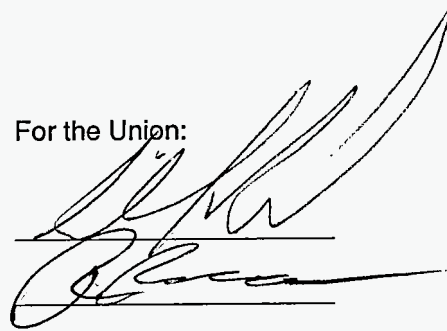
Signed this 7th day of NOVEMBER 2008

For the Company:



Handwritten signature of J. J. C. Talt, representing the Company, written over a horizontal line.

For the Union:



Handwritten signature of J. J. C. Talt, representing the Union, written over a horizontal line.