

SOURCE	Union		
EFF.	94	01	01
TERM.	15	12	31
No. OF EMPLOYEES	971		
NOMBRE D'EMPLOYES	971		

MASTER FREIGHT

AND

CARTAGE AGREEMENT



BETWEEN

LOMAK TRANSPORT CORP.  
6555 PACIFIC STREET  
PRINCE GEORGE, B.C.

AND

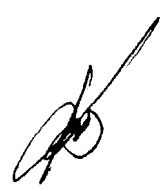
TEAMSTERS UNION LOCAL #31

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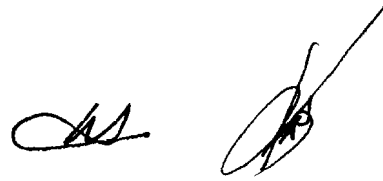
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BRITISH COLUMBIA

MASTER FREIGHT AND CARTAGE AGREEMENT

MEMORANDUM OF AGREEMENT made this *14* day of *February*, 19*95*

**BETWEEN:** LOMAK TRANSPORT CORP.  
6555 Pacific Street  
Prince George, B.C.

(hereinafter called the "**Company**")

**OF THE FIRST PART**

**AND:** TEAMSTERS UNION LOCAL #31

(hereinafter called the "**Union**")

**OF THE SECOND PART**

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

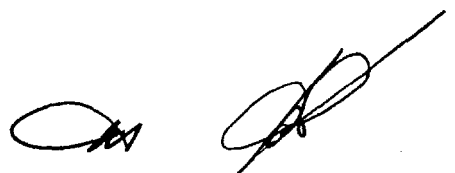
**ARTICLE 1**

**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 co-operate individually and collectively, for the advancement of conditions.

**Section 2 - Union Co-operation**

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



**ARTICLE 2**

**Section 1 - Certificate of Bargaining Authority**

The Company agrees to recognize the Union as the Sole Bargaining Agent for

- (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**

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.

**ARTICLE 3**

**Section 1 - Posting of Agreements**

The Company will provide a bulletin board in each Company lunchroom or dispatch areas 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 - Checkoff**

Each new employee and owner operator when hired by the Company will be informed by the Company that he is to contact the Union offices, 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**

**Section 2 - Checkoff cont'd.**

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 3 - Union Shop**

- (a) Every employee of the Company covered by this Agreement shall be a member of the Union in good standing during the whole of the term of this Agreement as a condition of employment with the Company, save as hereinafter expressly provided.
- (b) When additional employees are required within the Metro Area of Vancouver which is serviced by a permanently established and operating Union hiring hall, the Company shall give the Union first opportunity to supply suitable Union members for employment. In the event the Union is unable to supply suitable persons and the Company hires a person who is not a member of the Union, the Company must contact the appropriate Union Office before the person commences work or else the Company will remove such person from the job at the request of the Union.
- (c) When additional employees are required within an area which is not serviced by a permanently established and operating Union hiring hall, the Company will extend first opportunity to Union members who meet the Company's requirements and who apply for employment or have been referred to the Company.
- (d) In the event that a person not a member of the 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 hiring, and shall be added to the checkoff list forthwith. In the event the person is not approved such person shall be replaced forthwith.
- (e) The Company shall furnish to the appropriate Union area office designated in writing by the Union, a list of new employees taken into employment by the Company, showing the location of their employment within seven (7) calendar days of their being hired.






**Section 4 - Union Security**

- (a) Except in case of emergency and/or at agency points where the volume will not maintain terminal service, every motor vehicle and every piece of mobile equipment used by the Company, categories of which are set out in Appendix "A" whether owned by the Company or leased by the Company, shall be operated by a member of the Union. In the hiring of equipment on an hourly, daily or mileage basis, the Company shall first make every effort to obtain equipment operated by a member of the Union from a company signatory to a Teamster Agreement. However, if unable to do so and if equipment is to remain in the hire of the Company in excess of forty-eight (48) hours, it shall be replaced by equal equipment operated by a member of the Union if available in immediate or adjacent area from a Company signatory to an Agreement with the Teamsters.
- (b) All storing and handling of merchandise or other goods or materials shall be carried on by Company employees, members of the Union, categories of which are set out in Appendix "A", where such work is under the control of the Company.
- (c) Wherever physically possible and where such work is under the control or direction of the Company, all equipment shall be loaded and unloaded by the employees of the Company, members of the Union. The practise of loading and unloading equipment by other than employees of the Company where such work is under the control or the direction of the company shall not be increased and shall wherever possible be discontinued.
- (d) The Company agrees that it will not use any leasing rental or other device which would result in the lay-off of any employee in the bargaining unit.
- (e) Provided capable employees are available, all suitable equipment must be in use before additional equipment can be leased or hired.
- (f) Where it would result in a decrease in the number of employees piggybacking shall not be used.



**ARTICLE 4 - DEPENDENT** 1**Section 1 - Definition**

A Dependent Contractor (which, for the purpose herein, shall include Owner Operator) is the owner and/or purchaser of equipment supplied for the Company's services pursuant to this Article, Appendix "C" and the attached Letter of Understanding.

The title to the equipment may be in the name of the Company or leasee for registration and licensing purposes only and the Company has no financial interest other than as required by the Motor Carrier Act.

**Section 2 - Retaining Services**

The Company may engage the services of Dependent Contractors, the following conditions:

- (a) A Dependent Contractor's Agreement, as provided in Appendix "C" attached hereto and forming part of this Agreement, is entered into between the Company and the Dependent Contractor prior to the Dependent Contractor performing any services for the Company and, in respect to those Dependent Contractors now engaged by the Company not later than fifteen (15) days following the signing of this Agreement. Signed copies of Appendix "C" shall be forwarded to the Union forthwith.
- (b) The Dependent Contractor shall become and remain a member of the Union in accordance with Article 3, Section 2 and 3 herein. He shall be identified on a check-off list as a dependent contractor, either as a line driver, local cartge or combination of both.
- c) A separate seniority list shall be posted at the terminal showing the names and truck numbers of all Dependent Contractors. A copy of such list shall be forwarded to the Union forthwith in accordance with Article 7, Section 7.
- d) i) The Dependent Contractor shall personally and exclusive-ly operate the equipment supplied pursuant to his Agree-ment with the Company excepting that such equipment shall be operated by an employee of the Company in instances where the equipment requires more than one operator, and upon the request of the Dependent Contractor, in instances

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**Section 2 cont'd**

where the Contractor is absent because of vacation, illness, accident or on leave of absence for reasons acceptable to the Company. Upon written demand from the Union the Company must produce proof of ownership or equipment leased Agreements by said Dependent Contractor.

- ii) The Owner Operators will have the right to hire a second driver for their unit.

For the purposes of the Collective Agreement "future hauls" means work not being performed as at the date of the execution of this Collective Agreement. Hauls which are being performed at the time of the execution of this Agreement and which are renegotiated or rebid in the future are not considered "future hauls".

If a "future haul" is obtained and is such that it requires the Owner Operator to hire a driver, any laid off Owner Operator shall have the option of bidding on the job with a second driver or remaining on lay off. If the laid off Owner Operators elect to remain on lay off, the Company shall be entitled to recruit an Owner Operator with a second driver from outside of the Company.

The following conditions will apply:

1. The driver must become a member of the Union. His dues will be deducted from his pay and Lomak Transport will ensure payment is made to Local 31.
2. The driver rate of pay will not be less than \$14.50.
3. Health and Welfare payments will be made by 50% driver and 50% Dependent Contractor. Lomak Transport will deduct from Dependent Contractor and ensure payments are made.
4. The drivers seniority will not be recognized and dove tailed into Lomak Transport Corp.
5. The grievance procedure forming part of the contract between Local 31 and Lomak Transport Corp. will be applicable to the Dependent Contractor's driver.

**Section 3 - Increases and Decreases in Service**

- (a) In the application of this section, the branch shall be defined as follows:

- i) In the line-haul within the jurisdiction of the Local Union in which he is a member.
- ii) In the event of a layoff, layoff shall occur on a one to one basis between owner-operators and company drivers, with the most junior person in either of those groups being subject to layoff. Persons laid off under this clause shall be recalled to work in the order of layoff.

In the event that the company obtains future hauls of a short term nature owner-operators hired for these specific future hauls shall be laid off when those hauls are completed. For the purposes of this provision a short term contract shall be any contract which does not exceed a period of four months duration.

- (b) All dependent contractors shall be bound by the maximum hours of work as prescribed by Labour Canada in the Safety Code and/or the U.S. Department of Transport and this Collective Agreement and proof of failure to abide by such hours of work shall be grounds for such Company to be denied the use of Dependent Contractors as contained in this Collective Agreement, and the parties shall have recourse to the grievance procedure in this Collective Agreement in this matter.

#### **Section 4 - Industry Standards**

- (a) All Parties to the Agreement will exert every legal and ethical effort individually and collectively, to promote the standards set forth in the foregoing and as contained in Appendix "C" in every instance where the services of Dependent Contractors are utilized within the Industry.
- (b) The Dependent Contractor and the Company must conform to not less than the minimum standards and practices as established by this Agreement regarding monetary compensation, hours of work and general working condition.

#### **Section 5 - No Mandatory Source**

Under no circumstances shall the Company, directly or indirectly, specify a mandatory source of fuel, tires, maintenance or insurance to be used by a Dependent Contractor as a condition of entering into a contract with a Dependent Contractor.

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**ARTICLE 5**

**Section 1 - Regular Employees**

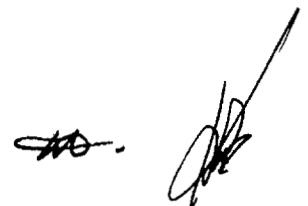
A regular employee shall be considered as such an employee of the Company when:

- (a) He has completed his probationary period.
- (b) He makes himself available to the Company for full-time employment.
- (c) He has no other outside employment except where such employment maybe specifically permitted under the provisions of this Agreement.
- (d) It shall not be a cause for discipline or discharge for an employee to seek and/or accept gainful employment while on lay-off provided the employee complies with subsection (b) herein.
- (e) He is the holder of a valid and subsisting license to operate mobile equipment if required by the Company and as required by the statutes and regulations of the Federal and Provincial Governments.
- (f) When a Company tries to contact any regular employee who is either on lay-off in excess of two weeks or has failed to report for duty within twenty-four (24) hours of contact, and cannot be contacted by telephone regarding his availability for employment, the Company will then make final contact by registered mail, with copy to the Union. Failure to then contact the Company with sufficient justification may then constitute grounds for dismissal.

**Section 2 - Part-time Employees**

A Part-time employee shall:

- (a) Be hired on an incidental and temporary basis to provide for additional manpower.
- (b) Be carried on a regular part-time employee's seniority list in a branch or division not serviced by a Union hiring hall as provided under Article 3, Section 3 (b) paragraph 1.
- (c) Be given first opportunity to qualify as a regular employee as openings become available providing he meets all Company qualifications and requirements.



- (d) Not be covered under the provisions of the Health & Welfare Plan until such time as he becomes a regular employee.
- (e) Only be hired by the Company providing a Union member cannot be supplied and such employee must be cleared or replaced by the Union hall before starting his third shift.
- (f) Employee's hired to supplement the regular work force between October 1st and May 31st will be reclassified as a regular employee upon the completion of the probationary period provisions, as provided for in the Collective Agreement. i.e. Article 7 Section 4 Paragraph 2
- (g) Employee's hired to supplement the work force during summer vacations, between June 1st and September 30th in each year, will not be considered regular employee's should they work in excess of the 60 calendar days during the period above. However, if the employee works within 90 days following the above dates he shall be reclassified as a regular employee and will not be required to serve any additional probationary period.
- (h) The Company agrees not to use these provisions in manner which will conflict with Article 7 Section 6 and further the Company agrees to forward to the Union a list of these new employees in accordance with Article 3 Section 3 (b).

**Section 3 - Regular Employee Reverting**

Notwithstanding the provisions of Section 1 of this Article, the Company may employ a regular employee as part-time employee provided the employee has been on lay-off five (5) or more consecutive working days. Such employee may be called into work and paid wages for less than eight (8) hours.

A reverting employee is a regular employee who reports to work for any two days in a single pay period.

However, it is understood a reverting employee shall be subject to all conditions herein, i.e. Health and Welfare, Pension etc.

**ARTICLE 6**

**Section 1 - Conflicting Agreement**

The Company agrees not to enter into any agreement or contract with employees of the company, members of the Union, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

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**Section 2 - Transfer of Company Title or Interest**

This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer lease, assignment receivership or bankruptcy proceedings, such business or any part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company shall notify the Union in writing, not later than the effective date of the fact of any sale, transfer, lease, assignment, receivership or bankruptcy proceeding, not including the financial arrangements thereof.

**Section 3 - Protection and Conditions**

It shall be a violation of this Agreement for the Company to require that an employee purchase truck, tractor and/or trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation as a condition of continued employment.

**Section 4 - New Equipment and Classifications**

Prior to any new types of equipment and/or new classifications of employment for which rates of pay are not established by this Agreement are out into use, the Company shall advise the Union as far in advance as possible, and not less than thirty (30) days prior to implementation, the matter shall become the subject of discussion between the Parties for rates governing such equipment and classifications of employment. The Companies and the Union shall finalize within sixty (60) days after such implementation a rate to be established and such rate to be retro-active to date of implementation.

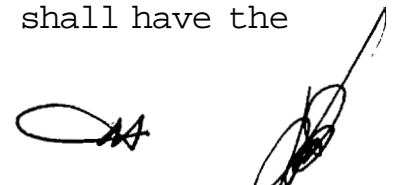
**ARTICLE 7**

**section 1 - Seniority**

Seniority shall be maintained in the reduction and restoration of the working force, providing the senior man is capable of performing **the** remaining job or jobs.

**Section 2**

All new jobs and vacancies are subject to seniority and shall be posted promptly for seven (7) days in a conspicuous place at all terminals or operations within a branch, stating starting time, job description and location. All regular employees shall be entitled to bid on such postings and the Company shall designate, on the original posting, the successful bidder within five (5) working days of the closing date of the postings. Any regular employee absent by reason of accident, sickness or vacation, shall have the



opportunity to bid on such job posting or vacancy within three (3) days after he returns to work, provided he is capable.

Provided the employee is capable and is given the opportunity to demonstrate his capability, seniority shall prevail in the appointments to new job or vacancies and except by mutual agreement of the Parties hereto for the purpose of shift preferential on established shifts. Starting times preference shall be given to senior employees on established shifts and operators of mobile equipment will be given this preference wherever practical. Except where a job or shift has been discontinued, there shall be no job or shift bumping privileges. Senior employees shall be given preference to fill vacancy on differential rated equipment if qualified.

On the line-haul seniority shall prevail for the purpose of bidding, but there will be no job bumping privileges.

### Section 3

In all areas, seniority shall be branch wide and the branch will include all terminals or warehouses in a particular city, and there may be two (2) separate groups or units for seniority purposes:

Units #1 All employees employed on a full time basis at home and/or contract accounts.

Units #2 All other employees other than those in Unit #1.

When an employee is laid off for lack of work he will then have the right to fill if qualified and capable in all respects, provided he has been given the opportunity to demonstrate his capability, any position in one of the other units to which his seniority will entitle him, provided however, the Company will be given a reasonable opportunity to a maximum of two (2) working days to re-assign displaced employees.

Line drivers seniority shall be recognized system wide within the jurisdiction of the Local Union in which he is a member, for the purpose of bidding on new jobs and vacancies.

### Section 4

All newly hired employees shall be considered as probationary employees for the first sixty (60) calendar 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 the probationary period. However, the Company shall inform the probationary employee as to whether he has been discharged or laid-off and the reasons therefor.

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Upon the conclusion of any sixty (60) calendar day period during which a probationary employee has worked one hundred and twenty (120) hours, the employee's name shall forthwith be placed on the regular employees seniority list, effective from the first day of employment of the sixty (60) calendar day period, and the employee shall be entitled to all rights and privileges as provided in this Agreement.

**Section 5**

If, as and when terminals are closed down or partially closed down or amalgamated or moved to another location the seniority of such employee shall immediately become subject of discussion and failure of the Parties to agree may be submitted to the grievance procedure hereinafter provided for a final decision.

Part-time or casual employees will not be used to deprive any of the regular employees the conditions of this Agreement.

**Section 6**

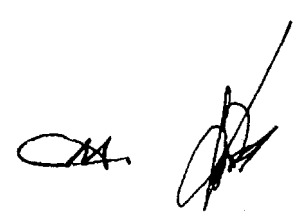
Within each branch and/or division the Company will post and maintain seniority listings. Such up-to-date listings will be posted as of January 1st, April 1st, July 1st and October 1st of each year. Copies of current lists will be provided to the Union. Such lists to state starting date of employees. When an employee's employment is terminated by the Company for proper cause or he leaves by his own choice, he will automatically be struck from the seniority list.

**Section 7**

In the event that the Company purchases a business or any part thereof, the employees of which are covered by a Collective Agreement with a Local Union of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, the seniority of such employees shall be computed from the date that they respectively first become employees of the business aforesaid.

**Section 8**

Any employee who has been on lack of work lay-off for twelve (12) months or more shall be removed from the seniority list and the Company shall be under no further obligation to such employee, except in the case where a lay-off is a direct result of a labour dispute involving another company, or when the laid-off employee has accrued five (5) years or more seniority in which case seniority will be carried for eighteen (18) months.



**Section 9**

- (a) (i) When the requirements of the Company's service will permit, any employee hereunder, 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 Union) for a period of thirty (30) calendar days. Upon **six** (6) months prior notification any employee may request every three (3) years and may be granted up to thirty (30) days leave of absence in conjunction with his holidays. When considered by the Company, approval or rejection is to be given in writing, with a copy to the Union within thirty (30) calendar days and if approved such approval may not be withdrawn except by mutual consent of the employee and the Company. Under such leave the employee will retain and accrue seniority only.
- (ii) Such leave may be extended for additional periods of thirty (30) calendar days when approved by both the Company and the Union, in writing, and seniority will accrue during such extensions.
- iii) 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 and his name will be stricken from the seniority list and he will no longer be considered as an employee of the Company.
- (iv) If any employee, employed in a classification requiring a drivers license, suffers the revocation of his drivers license, he will be reclassified provided he is capable and work is available and such work will not result in the bumping of regular employees. If such employee cannot be reclassified, the Company may grant a leave of absence to such an employee who has suffered a revocation of his drivers license of up to nine (9) months duration, in writing, with a copy to the Union. The employee may only take advantage of this section once while in the employ of the Company.
- (v) Any employee requesting leave of absence for compassionate reasons shall not be unreasonably denied.

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- (vi) If a regular employee for certified health reasons is unable to perform the work in his regular job he will be reclassified according to his seniority and capability to perform work in another classification if it exists within the Company. The employee must provide a valid medical opinion of his physical and/or mental ability to perform the new job in accordance with the provisions of this Agreement as it relates to Company required medical examinations.
  
- (b) When an employee within the bargaining unit covered by this Agreement receives leave of absence, in writing, with a copy to the Union, to take a position within the Company which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of ninety (90) calendar days within the bargaining unit the starting date of such an appointment shall be posted in the terminal. Notice shall be given to the Union in writing prior to the employee leaving the bargaining unit for any period of time, During this leave of absence such employee shall continue to be covered by the Health and Welfare and the Pension Plan as provided in this Agreement.

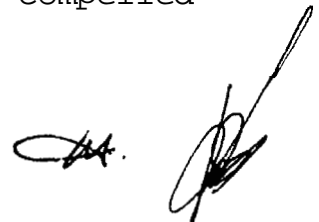
Employees who have been granted such leave of absence must remain a member of the Union and be covered under all benefits of the Collective Agreement but shall not perform any duties covered by the bargaining unit. In such appointments seniority shall be a consideration. The successful appointee shall not have the right to hire and fire during the ninety (90) day leave of absence.

Not later than on the ninetieth (90th) calendar day of this period, the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising such privilege again.

**ARTICLE 8**

**Section 1 - Meal Period**

The employee shall except by mutual agreement between the Parties hereto, take at least one (1) continuous period for meals at not less than thirty (30) minutes or more than one (1) hour in any one day. Wherever reasonably possible, meal periods will be thirty (30) minutes. Further, no employee shall be required to take more than a thirty (30) minute period except between the hours of 11:30 a.m. and 1:30 p.m. No employee shall be compelled to take more than one (1) continuous hour during such period nor compelled

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to take any part of such continuous hour before he has been on duty three and one-half (3 1/2) hours or after he has been on duty five (5) hours. However, any employee directed by the Company to stay with or operate equipment during his meal period will be paid at the regular rate of pay.

Where an employee is required to work in excess of two (2) hours overtime, he shall be entitled to paid time off for the purpose of eating at the end of his regular shift, except in a situation where interruption of work is not practical, in which event the period be staggered or postponed. Said meal period shall be paid at the applicable overtime rate of pay as provided in Article 24, Section 2 of the Agreement.

### **Section 2 - Rest Breaks**

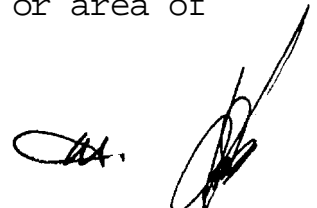
Any employee shall be entitled to one (1) break of fifteen (15) minutes during both the first half and second half of any shift and, where practical, during each two (2) hour period of overtime except during that period where a meal is provided under Section 1 above.

A coffee break shall be provided if the overtime worked is to exceed thirty (30) minutes. The commencement of this break may be staggered but not beyond one half hour.

## **ARTICLE 9**

### **Section 1 - Safety Conditions**

- (a) Maintenance of Equipment - It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in safe operating condition. No employee will be required to operate equipment on public streets and thoroughfares that is not in compliance with the appropriate provisions of the law dealing with safety requirements for mobile equipment; i.e. brakes, steering, adequate mirrors, signal lights or other lighting equipment.
- (b) It shall be the duty of the employee to report in writing on the appropriate forms of the Company promptly but not later than the end of the shift, trip or tour all safety and/or mechanical defects on the equipment which they have operated during that shift, trip or tour. All linehaul trucks and tractors to be equipped with trouble sheets in triplicate book form and the book with one (1) copy to remain in the vehicle at all times.
- (c) It shall be the obligation of the Company to so inform the employee as to which supervisor to whom such reports on such equipment will be made in the branch, division or area of operation.

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- (d) In the event the essential repairs cannot be effected to make the equipment safe, the equipment will be correctly identified and kept out of service until repaired and it shall not be considered a violation of his employment when a Company employee refuses to operate such identified equipment. Identification red tags shall be supplied and made available by the Company.
- (e) It shall be the obligation of the Company to direct the repairs as necessary to conform with the safe and efficient operation of that equipment.
- (f) It shall be the duty of the maintenance shop employees to perform their duties efficiently and as instructed in such a manner that repairs having been made do correct the safety and/or mechanical defect.
- (g) The Company shall not require employees to multi-deck trailers at night in an area without proper lighting.
- (h) All tractors operating on the linehaul shall be equipped with properly functioning tachographs and an adequate supply of unused tacho cards. Dependent Contractors shall also be bound by this sub-section.
- (i) Steering dollies shall be equipped with communication device to ensure voice contact between the driver and steering dolly operator and an emergency horn from dolly to truck so truck operator can hear the horn. Dollies which have cabs shall include side curtains, windshield washers and warmth for operator. These dollies shall meet Department of Transport and Motor Vehicle Regulations. On dollies without cabs the operator will be supplied with suitable eye protection. On all oversize loads requiring piloting equipment, the drivers of the equipment and those drivers of piloting equipment must have communication devices on the same frequency.
- (j) All linehaul power shall have a compartment for storing tools in a safe location.
- (k) In isolated areas where the nature of cargo requires additional assistance to handle the cargo, the Company shall endeavour to arrange such assistance as may be required.
- (l) All new linehaul tractors and tractors operating in a \*mountainous terrain will be equipped with brake retarders.



**ARTICLE 10**

**Section 1 - Pay Period**

- (a) Except as otherwise mutually agreed between the Parties, all regular employees covered by this Agreement shall be paid not less frequently than on every other Friday all wages earned by such employee to a day not more than seven (7) days prior to the day of payment. The pay period shall commence each Sunday at 00:01 hours. The Company shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payment made to each employee. Such statement shall set forth the dated pay period, the total hours worked, the total miles driven or paid for, the total overtime hours worked, either time and one-half or double time the rate of wages applicable and all deductions made from the gross amount of wages.

Fay cheques shall be made available before an employee starts his shift except under circumstances beyond the control of the Company. Where this section applies to interior employees, the payday will be Thursday afternoon unless other arrangements have been agreed to between the Union and the Company.

- (b) Except where otherwise mutually agreed immediately prior to an employee leaving on annual vacation, he shall be entitled to receive vacation pay by separate cheque in accordance with Article 25 of this Agreement, for that period of time that he will be absent from work. However, if the employee fails to exercise this entitlement, such vacation pay will be paid to him on the first regular pay day following his return to work.

**Section 2**

Part-time employees will be paid at the same time as regular employees.

**Section 3**

If an error occurs in an employee's pay cheque and the amount is the equivalent of one (1) day's pay or more, he shall be entitled, on request, to a cheque being issued in favour of such employee as soon as possible and not later than the first (1st) Friday following the pay day on which the error was made for such shortage.



**Section 4 - Record of Employment**

Except as otherwise herein provided, upon termination or quitting the Company shall pay all money due to the employee as soon **as** possible but not later than seven (7) calendar days thereafter.

**ARTICLE 11**

**Section 1 - Paid for Time**

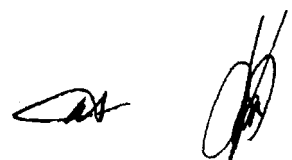
- (a) All employees covered by this Agreement shall be paid for all time spent in the service of the Company. Rates of pay provided for by this Agreement shall be minimum. Time shall be computed from the time that the employee is ordered to report for work or registers in, whichever is later, until he is effectively released from duty.
- (b) When employees are required to ride ocean ferries with their equipment on ferry trips that exceed eight (8) hours (ie. Port Hardy - Prince Rupert and Alaska ferries), they shall be compensated at their straight time hourly rate for one-half the total hours spent in making the trip. It is understood that the paid hours will not be used in the calculation of overtime.
- (c) Employees required to travel on public transportation or Company equipment in deadhead manner shall be paid in accordance with Article 24, Section 1, (a), (b) and (c).

**Section 2 - Bereavement Leave**

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

Funeral leave is not compensable when the employee is on leave of absence, bona fide lay-off or days falling outside the employee's regular work week.

A regular employee's immediate family is defined as an employee's spouse, mother, father, sons and step-sons, daughters and step-daughters, brothers and sisters, mother-in-law, father-in-law, grandfathers and grandmothers, which will also include his spouses provided such step-father or step-mother has the status of the employee's father or mother.



A working day shall be not more than eight (8) hours for hourly employees or not more than ten (10) hours for line drivers.

Line Drivers Defined: Must have been employed under the line haul provisions Article 26 for a minimum of three (3) working days in the calendar week prior to the request for bereavement leave.

Upon giving twenty-four (24) hours notice, an employee shall be granted time off without pay, for the purpose of attending a funeral, provided that the granting of such time off shall not be inconsistent with the efficient operation of the business.

### Section 3 - Jury Duty

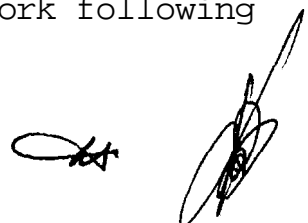
Any regular full-time employee who is required to perform jury duty on a day on which he would normally have worked, or attends court in response to a subpoena only to find evidence as a witness concerning matters occurring during the regular course of his employment with the Company will be reimbursed by the Company for the difference between the pay received for jury duty or witness attendance and his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for jury duty. The employee will be required to furnish proof of jury services or witness attendance and jury duty pay or witness attendance fees received therefrom, and the employee shall be responsible to account to the Company for witness fees received with a subpoena and subsequently to the service thereof. Any employee on jury duty or witness attendance shall, subject to this provision make himself available for work before or after being required for such duty whenever practicable.

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.

### Section 4 - Medical

- (a) Any Company or Government required physical or medical examination shall be promptly complied with by all employees provided however, the Company shall pay for all such physical or medical examination or for any time lost as a result thereof during his 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.





- (b) If following a medical examination under (a) 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 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).

- (c) 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 each day or days until he returns to work, provided the Company medical examiner certifies the employee fit to resume work.

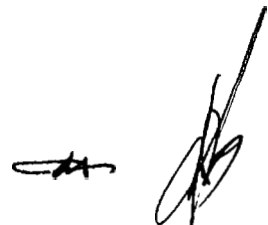
### **Section 5 - Compensation Sickness Coverage**

When an employee goes off work ill or on compensation or grievance is invoked on his discharge, the Company shall continue to pay both his Health and Welfare Plan fees and Union fees so that the employee shall be protected to the utmost, provided:

- (a) The employee reimburses the Company for such contributions normally paid by said employee and is at no time more than five (5) months in arrears and;
- (b) The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties.

When an employee returns to work, the Company shall deduct from his earnings any monies the Company had paid out in respect of his contributions.

In the event any employee does not return to work and the employee refuses or neglects on demand at his last known address to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.

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**Section 6 - License Tests**

- (a) Whenever it becomes necessary for an employee to undertake tests for renewal of licenses or tickets, the Company shall, upon request, provide appropriate equipment for this purpose. Time taken off for such purpose shall be paid for at the employee's straight time rate.
- (b) Any driver with two (2) or more years of seniority who is required under the Motor Vehicle Regulations to undertake a physical examination as a condition of continuing to hold a valid driver's license shall receive a Company contribution to a maximum of twenty dollars (\$20.00) to the cost of the examination, provided a receipt is submitted to the Company.

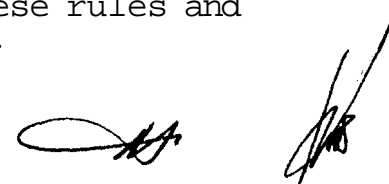
**ARTICLE 12 - WORK ASSIGNMENTS**

- (a) The Company agrees to respect this jurisdictional rule of the Union and shall not direct or require its employees or persons other than the employees in the bargaining unit here involved to perform work of the employees in the said unit. This is not to interfere with bona fide contracts with bona fide unions.
- (b) In the event that members of a union other than the Union which is signatory to this Agreement attempt to encroach on the working practices and arrangements as laid down by the Company and that contravene the Union's jurisdiction pursuant to the certificate of bargaining authority, the Union agrees that it shall inform the employees affected of their obligation to carry out the terms and conditions of this Agreement.

**ARTICLE 13 - DISCHARGE OR SUSPENSION 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 it's 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 on his files 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 14**

##### **Section 1 - Protection of Rights**

It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his duties to refuse to cross a legal picket line recognized by the Union.

The Union shall notify the Company as soon as possible of the existence of such recognized legal picket lines.

##### **Section 2 - Controversy with Other Unions**

If a dispute as the result of the employees of a Company bound by the terms of an Agreement handling or transporting any commodity for a Company or business that is being legally picketed by a Local Union of the Teamsters Canadian Conference, the Company and the Union shall immediately meet with the objective of arriving at a mutually satisfactory solution.

##### **Section 3**

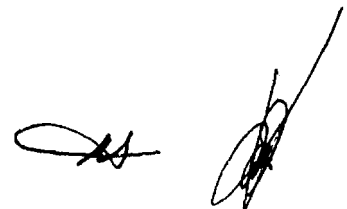
It is agreed in the event of a strike among the employees of any other firm with which the Company does business, the Company will not ask its employees to perform any labour they do not ordinarily perform.

##### **Section 4**

It is mutually agreed that there shall be no strike, lockout or slowdown, whether sympathetic or otherwise during the term that this agreement shall be in force.

#### **ARTICLE 15 - TECHNOLOGICAL AND MECHANICAL CHANGES**

Definition - Technological and mechanical changes shall be defined to mean the introduction **and** utilization of vehicular and other equipment changes which have not previously been used with the bargaining unit by the Company and the use of which results in the termination or the laying off of regular employees.

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Recognition by Parties - All Parties to this Agreement recognize that technological and mechanical changes that result in the increased efficiency and productivity must be encouraged and further, that all parties have a direct responsibility to reduce to a minimum the adverse effects that may result from such changes.

Prior Notification - The Company shall advise the Union as far in advance as possible prior to the introduction of technological or mechanical changes and the matter shall immediately become the topic of general discussion and consultation between the Company and the Union, and particularly in regard to:

- (a) The effect such changes will have on the number of employees within the bargaining unit.
- (b) The probable effect on working conditions.
- (c) Any changes in job classifications.

Dislocated Employees - in the event technological or mechanical changes result in reduction in the work force or the demotion or promotion of employees, such reductions, demotions or promotions shall be done in accordance with the provisions of Article 7, Seniority as contained herein.

Retrain and Upgrading - the Parties jointly and individually will undertake with the assistance of Canada Manpower and through recognized Provincial or local adult training programs, if necessary, to retrain and upgrade regular employees to enable them to become qualified and capable of performing new jobs resulting from or created by the technological or mechanical changes.

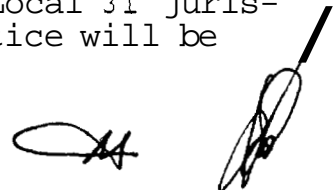
## **ARTICLE 16**

### **Section 1 - Inspection Priviledges**

Authorized agents of the Union will request and have access to the Company's establishments during working hours for the purpose of investigating conditions related to this Agreement and shall in no way interrupt the Company's working schedule

### **Section 2 - Shop stewards**

- (a) The Union shall elect or appoint Shop Stewards from among its members in the bargaining unit and shall notify the Company in writing forthwith of such appointments and deletions of those employees so elected or appointed. The Company will recognize Shop Stewards and not discriminate against them for lawful Union activity. The Company will notify the Union forty eight (48) hours prior to the dismissal of a Shop Steward working in an operation in Local 31 jurisdiction however, in remote areas the prior notice will be



seventy-two (72) hours, and, upon the Unions request, give the reason in writing.

- (b) Shop Stewards shall not suffer a loss in regular pay as a result of their participation in the Grievance Procedure, Steps 1 and 2 and where possible, if it does not interfere with efficient operations, such participation will take place during the regular working shift.

**ARTICLE 17**

**Section 1 - Sanitary Conditions**

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 employee to use all facilities carefully, considerately, without unnecessary damage and dirtiness.

**Section 2 - First Aid Supplies**

The Company shall provide first-aid provisions in accordance with the Workers Compensation Act.

**ARTICLE 18**

**Section 1 - Union Label**

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

**Section 2 - Uniforms Supplied**

Where any employee is required to wear any kind of uniforms or coveralls as a condition of continued employment, such uniform or coveralls shall be furnished and maintained by the Company at no cost to the employee. No employee shall be disciplined or discharged for refusing to wear a uniform or coveralls that are not clean or do not fit properly or that do not bear a Union Label.

However, the employee must furnish at his own expense suitable clothing, shoes, gloves and winter protective clothing in order to perform his job efficiently and safely except as provided in Section 3(a), (b), (c) and (d) herein.



**Section 3 - Protective Clothing**

- (a) Any employee physically handling fresh or frozen fish, meats, 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) Maintenance shop employees shall be provided with clean coveralls and the cost and maintenance shall be borne by the Company.

The Company will pay \$100.00 per year for the purchase of safety-toed boots for the Maintenance Shop employees.

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

**Section 4 - Premium Pay**

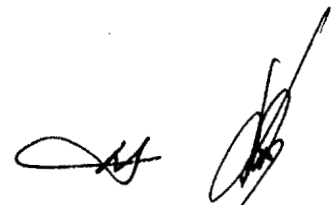
A wage differential of twenty-five cents (25) per hour shall be received by every employee required to physically handle fresh fish in truck lots.

**ARTICLE 19 - POSTING**

Hourly rated employees shall be notified before quitting time the day previous to their not being required for duty, except as otherwise mutually agreed by the Parties hereto. Time shall be posted and remain posted until 9:00 a.m. the following day.

**ARTICLE 20 - PAID FOR DAY OF ACCIDENT**

If an employee after starting work, meets with an accident which incapacitates him from carrying on his duties, he shall be paid his full day's wages for the day of his injury, provided he is not in receipt of compensation from Worker's Compensation Board for that day.



**ARTICLE 21**

**Section 1 - Pay for Change in Classification**

When an employee from a higher rated classification is requested to work temporarily or until permanently reclassified at a lower rated classification, he shall continue to be paid at the rate paid for the higher rated classification.

An employee who is required, as a condition of employment, to be the holder of a valid and subsisting license shall receive the appropriate rate of pay for whichever license he is required to hold. This clause shall not apply if an employee exercises his seniority into a different classification.

**Section 2 - Pay for Change in Jurisdiction**

In the event that the Company should require any employee covered by this Agreement to engage in work on construction or demolition or in the confines of a construction or demolition site coming within the jurisdiction of an agreement which has established more favourable wage rates than those herein contained, such employee shall be entitled to be paid at the more favourable wage rate while he is so engaged.

**Section 3 - Chargehand Defined**


A chargehand, when so designated and classified by the Company shall be defined as an employee who shall direct the work of other employees while performing similar work himself. He shall not have the authority to directly hire, fire, suspend or discipline employees. He shall be a member of the Union and shall have seniority in accordance with Article 7 herein.

**section 4**

Any employee temporarily assigned by the Company to a terminal or operation located beyond reasonable commuting distance shall be reimbursed by the Company for reasonable expenditures for room and board.

**ARTICLE 22 - WAGES**

The regularly hourly and mileage rates paid shall be those set out in Appendix "A" attached hereto and forming part of this Agreement.



**ARTICLE 23**

**Section 1 - Health and Welfare Plan**

A Health and Welfare Plan shall continue, covering all Company employees members of the Union, as set out in Appendix "A" hereunto annexed and forming part of this Agreement.

**Section 2**

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

**ARTICLE 24**

**Section 1 - Regular Work Day/Week**

(a) Except as hereinafter provided, the regular work day shall consist of eight (8) consecutive hours of work between 7:00 a.m. and 6:00 p.m. not including the meal period. The regular work week shall consist of five (5) eight (8) hour days in the period from Monday to Friday, both days included, with Saturday and Sunday as regular assigned days off.

(b) Weekly Guarantee

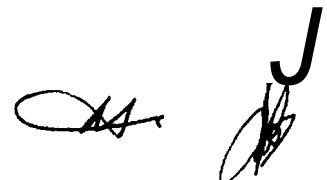
Except where otherwise mutually agreed by the Parties hereto, the Company shall guarantee sixty percent (60%) of all its employees in each unit as classified in Article 7 taken in order of their seniority and to a minimum of one (1) not less than forty (40) hours wages per week exclusive of overtime.

(c) Assignment of Guaranteed Men to Scheduled Work Week

Employees within the most senior sixty percent (60%) in each unit shall be assigned to a scheduled work week on either of the following basis:

(i) Monday through Friday - Saturday and Sunday off

(ii) Tuesday through Saturday - Sunday and Monday off provided however that any employee by reason of his seniority placing him within the said sixty percent (60%) may, if qualified in all respects as provided in Article 7, elect to remain on a shift other than those in (i) and (ii) hereof. It is understood that any employee within this sixty percent (60%) shall, subject to qualifications as aforesaid, always have precedence over all other employees in his unit on vacancies within this group.





(iii) Notice of Alteration of Scheduled Work Week

Upon being assigned, per the provisions of the above, save as where a **job** has been eliminated an employee's scheduled work week shall not be altered until six (6) weeks have elapsed from the date of assignment.

(d) Flexible Work Week

For all employees other than the senior sixty percent (60%), the flexible work week may be scheduled between Monday and Saturday inclusive with Sunday and one other day scheduled as days off provided however, that unless otherwise mutually agreed by the Parties hereto, that all employees not assigned to a scheduled Monday through Friday shall be guaranteed forty (40) hours wages and shall where possible be notified of the schedule to be worked on the last working day of the week preceding that to which the schedule refers. In the event goods or materials due to be handled on a Saturday are not available, by reason of failure of a schedule arrival, any employee who does not commence work shall only be entitled to four (4) hours pay.

(e) Mail, Baggage and Perishables

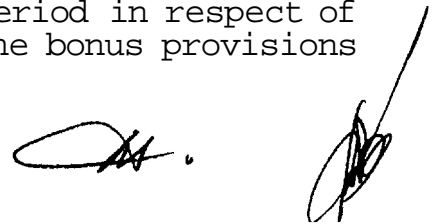
The Company may designate any five (5) day work week in the period from Sunday to Saturday, both days included with any two (2) consecutive days as regular assigned days off for employees engaged in mail, baggage, perishables and temperatures controlled commodities and petroleum deliveries to airports and any employee so designated shall be guaranteed forty (40) hours wages.

(f) Night Bonus

Employees other than regular shift employees, who work during the hours 6:00 p.m. to 7:00 a.m. shall be paid a bonus of \$3.00 (three dollars) per hour for those hours between 6:00 p.m. and 7:00 a.m. It is understood that this bonus shall not apply to any hours worked between 6:00 p.m. and 7:00 a.m. for which an employee is being paid at overtime rates or the differential pay. Additional employees added to regular shifts shall not be entitled to the provisions contained herein.

(g) Shift Differential

The Company may institute shift work, that is to say work done wholly or partly outside the regular hours of work 'provided that the shift work is continued for not less than five (5) consecutive work days in any one (1) week. If the shift work is not continued for the said period in respect of any employee covered by this Agreement, the bonus provisions



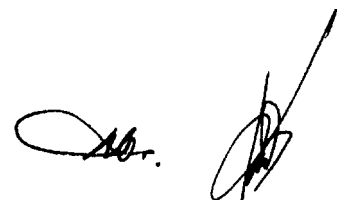
of this Article, Section (f) shall apply in favour of such employee.

Where an employee exercised his seniority on a lay-off during the week which would require him to work outside the regular hours of work, he would only receive and be entitled to the shift differential as specified in the paragraph immediately following this and the displaced employee would likewise only receive the shift differential as specified.

Present employees who commence work at 2:00 p.m. or later, or prior to 7:00 a.m. shall be guaranteed eight (8) hours pay plus \$1.50 per hour shift differential, for all hours worked.

(h) Daily Guarantee

- (i) Any regular employee who is called out to work on a regular work day shall be paid not less, than eight (8) hours pay. Any employee who is called out to work on a Saturday, sixth shift, seventh shift or overtime day shall be guaranteed four (4) hours pay and if he works in excess of four (4) hours he shall be guaranteed six (6) hours. For hours worked in excess of six (6) he shall be paid for time worked.
- (ii) When a part-time hourly rated employee is called and reports for duty Monday through Friday, he shall be guaranteed a minimum of four (4) hours pay and if he works in excess of four (4) hours shall be guaranteed six (6) hours and if he works in excess of six (6) hours he shall be paid for eight (8) hours. However, in the event that such part-time employees whose hours extend wholly or partly outside the regular hours of work shall be guaranteed (8) hours pay plus the overtime or shift differential premiums.
- (iii) Any hourly rated employee reporting for duty on a call-out or call-back basis inconsistent with his regular scheduled work day or shift shall be guaranteed a minimum of four (4) hours pay but after completion of the duty he was called for, he may book off work with a minimum of two (2) hours pay.
- (iv) To qualify for the benefits of sub-section (i), (ii) and (iii) of this Article, this Section, the employee will perform work, within the bargaining unit, in jobs other than his normal or regular job in the event that his services are not required in his normal or regular job.

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## (i) Posting Regular Shift

Companies operating line haul schedules of where by past practise have worked under the following provisions, it shall continue to apply during the term of this Agreement. The time of an hourly rated employee's regular shift for the following work week shall be posted or given to him prior to the time he completes his current week/s work. In the event of failure to post or give notice, it shall be presumed that the times of his shift for the following week shall be the same as the current week. An employee shall have the same starting time for each day of the week.

## (j) Record of Employment

Any employee on lay-off who requests his Record of Employment shall not be considered terminated.

**Section 2 - Overtime Provisions**

The Company shall pay overtime rates of wages to every employee entitled thereto as follows:

- (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.
- (b) For the first two (2) hours of overtime on any regular day one and one-half times his regular rate of wages and for all time worked thereafter, the employee shall be paid double his regular rate of wages.
- (c) With the exception of those employed per Article 24, Section 1(e) the following shall apply:
  - (i) For all hours worked on a Sunday of General Holiday an employee shall be paid double the regular rate of wages.
  - (ii) For all employees assigned to a Monday to Friday work week, Saturday and Sunday shall be sixth and seventh shifts.
  - (iii) Where any employee works on his regularly assigned rest day, except Sunday, he shall be paid at one and one-half times his regular rate for the first eight (8) hours - two times his regular rate for all hours worked thereafter.

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- (d) For the purpose of this Section, the work week shall be from 00:01 Monday to 24:00 hours Sunday. With respect to General Holidays the foregoing overtime provisions are in addition to eight (8) hours wages, which shall be paid in any event.
- (e) Overtime shall be allocated wherever possible to capable senior employees in their classification in a voluntary manner, provided however, that upon reaching the bottom of the seniority list, the employee shall be required to work overtime.
- (f) Except in case of emergency or where it is unavoidable, no employee shall work weekly overtime until all regular employees in their unit have worked the full quota of regular hours, provided there are capable and qualified regular employees amongst those who have not worked their full quota or regular hours. Provided the foregoing has been complied with, seniority will prevail in classifications for the allocation of overtime.

**Section 3 - General Holidays**

Pay for holidays when not worked shall be as follows:

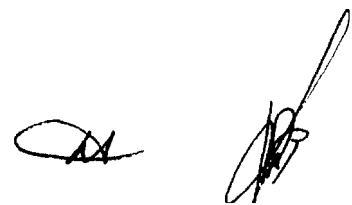
Employees shall be paid for time not worked at the regular rate on New Year's Day, Good Friday, Victoria Day, Dominion Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and in the event a General Holiday is proclaimed by the Federal Government or Provincial Government, such holiday shall be observed as a General Holiday. Notwithstanding the foregoing, the total number of General Holidays shall be ten (10). The rates of pay for these General Holidays will be at the regular applicable work time rate.

Employees entitled to these ten (10) paid holidays shall have been on that 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 absent by reason of leave of absence, compensation, 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. If an employee who has been laid off temporarily is returned to work within thirty (30) calendar days, after the holiday, he shall be entitled to the paid General Holiday.

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In the event that a General Holiday falls on an employee's regular day off, either the day preceding or the day following, such General Holidays shall be declared the General Holiday, providing that it is consistent with the efficient operation of the business.

Line Drivers shall receive ten (10) hours pay for those General Holidays.

**ARTICLE 25**

section 1 - Two weeks Vacation

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 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 **Weeks** Vacation

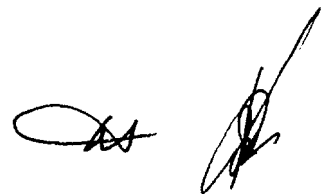
All employees with nine (9) years or more continuous service shall thereafter receive eight percent (8%) or one hundred and sixty (160) hours, at their hourly rate of pay in effect at the time they take their vacation, whichever is the greater.

Section 4 - Five 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 Weeks Vacation

All employees with twenty-two (22) years or more of 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 the greater.

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**Section 6**

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 7**

Fifteen hundred (1500) 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 8**

- (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 the 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) Irrespective of whether vacation benefits are calculated on the basis of (a) or (b) of this Section, vacation pay cheques will be issued to all employees in accordance with the provisions of Article 10, Section 1 (b) of this Agreement.
- (d) Any 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.

Employee then to work a full year before receiving a full annual vacation with pay. Time off (without pay) will be allowed during this year with such time off being calculated on the basis of holiday pay.

- (e) 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.

At the same time T4 slips are made available the employer shall type on the amount of Union dues paid by each Union member in that year.

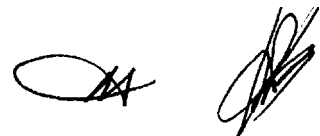
**Section 9**

- (a) All employees entitled to more than two (2) weeks vacation may receive them in one continuous period only if they take their vacation in the off season.

The Union and the Company may, however, waive this provision where an employee requests, for compassionate reasons, that he be granted all of his vacation immediately, within the prime season.

Prime Season Defined: June 1 - September 30th inclusive  
December 15th - January 15th inclusive

- (b) Employees entitled to three (3) weeks vacation but whose seniority is such that they would not otherwise qualify for a vacation in the prime season shall be given one week in that season.
- (c) Employees, with the exception of those described in (b) above requesting a vacation during the prime season shall receive two (2) weeks in one (1) continuous period. The remainder of the vacation to which such employee is entitled shall be given during the off season.
- (d) Employees shall be granted their vacation dates in order of their seniority, consistent with the efficient operation of the business. Vacation lists shall be posted and remain posted on or before January 31st of each year.
- (e) 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.
- (f) Where an employee has less than fifteen hundred (1500) 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.
- (g) 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.



- (h) Any employee who accepts gainful employment while on vacation may be terminated.
- (i) Any regular employee receiving a differential or premium pay on a regular basis, this differential or premium will become part of his regular hourly rate of pay and shall be paid on all General Holidays and annual vacations.

**ARTICLE 26 - LINE HAUL OPERATIONS**

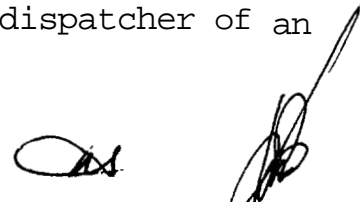
**Section 1 - Mileage Conditions**

- (a) EXCEPT AS OTHERWISE MUTUALLY AGREED BETWEEN THE PARTIES HERETO, ALL EMPLOYEES ENGAGED IN LINE OPERATIONS SHALL BE SUBJECT TO ALL TERMS AND CONDITIONS PROVIDED BY THIS AGREEMENT SAVE AS HEREAFTER EXPRESSLY PROVIDED. THIS ARTICLE SHALL COVER ALL EMPLOYEES OF THE COMPANY ENGAGED IN HAULING COMMODITIES OVER ONE HUNDRED (100) MILES FROM BASE OF OPERATIONS.
- (b) Local warehouse work and city pickup and delivery service are not subject to the terms and conditions of this Article.
- (c) In respect to employees making pickups and/or deliveries at terminals, employees engaged in over-the-road operations, including operators of lease equipment and contract haulers shall not be asked to load or unload freight or perform any duties other than normal duties of a line driver at a place where the Company maintains a terminal where it would adversely affect the full time employment of the terminal employee so involved. Drivers may however, be permitted to load or unload freight where such loading or unloading is made outside the normal hours when the terminal is operated or when contractual terminal employees are not in the terminal.

**Section 2 - Reporting Notice**

- (a) Employees shall be given at least three (3) hours notice when ordered to report for duty at both the home terminals and at the end of the run or where they have been effectively released from duty by the Company.
- (b) (i) Hours of Dispatch

All drivers who are off duty at their home terminal and who have not been contacted previously, will be contacted by the Company between the hours of 1700 and 1900 if they are to report for duty between the hours of 1900 and 0700 unless otherwise mutually agreed. If the driver will not be at his normal residence, he will notify the duty dispatcher of an alternate contact number.

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(ii) In the event a driver will not be available at his contact point after his rest period has expired, he will notify the dispatcher.

(iii) Drivers who are off duty at their home terminal before 1200 hours on a Saturday and who are to be called to work prior to 2400 hours Sunday, shall be notified on Saturday for a time of dispatch. It will be the drivers responsibility to contact the dispatcher by 1200 hours Saturday or prior thereto if he will not be available for call at his normal contact point at that time.

(c) Mileage Guide

The Official State and/or Provincial and/or Territorial mileages will be used as the guide to determine the number of miles driven. The authority to determine the number of miles driven shall be the Department of Highways of the various Provinces, States or Territories.

(d) 10 Hour Guarantee

When an employee has been called for duty and has begun his trip or tour, he shall be guaranteed a minimum of ten (10) hours work and/or pay at the hourly work time rate for the trip or any portion thereof.

(e) When an employee reports to work after being called and no work is available, he shall receive a minimum of five (5) hours pay at the work time rate.

(f) 5 Hour Guarantee

When an employee reports in accordance with an established reporting time and no work is provided, he will receive the minimum number of hours pay (five (5) hours), UNLESS he has been notified at least two (2) hours prior to such reporting time.

An employee who has an established reporting time and is unable to report for duty for any reason, will advise the Company at least two (2) hours prior to such reporting time.

(g) Local Dispatching Rules

All drivers and operators shall be dispatched according to agreed upon local dispatching rules which shall be posted. Failure of the Company and the Union to agree on such rules shall result in applying the Grievance Procedure.



(h) Runaround

Time lost when an employee is available but not dispatched in proper order under agreed upon local dispatch rules between the Company and the Union he shall be paid at the hourly rate from the time he should have been dispatched until actual time of departure on a trip and/or tour, with a maximum of ten (10) hours at the applicable work time rate in each twenty-four (24) hour period.

(i) Job applicants for the position of Line Driver hired from sources outside the Company on trial trips and/or instructional trips and employees of the Company that have completed the training programs for the position of Line Driver as agreed between the Company and the Union, and who have been recommended for that position, will be paid for the final instructional trips at a rate of five cents (5) per mile less than the single man rates as specified in this Agreement. Such trips to be made with qualified drivers and/or trainers and will not exceed total of two thousand (2,000) miles on single man operation. Line Drivers will be paid five cents (5) per mile above the single man rate as specified in this Agreement on trips when he performs the function of trainer or instructor under this Article.

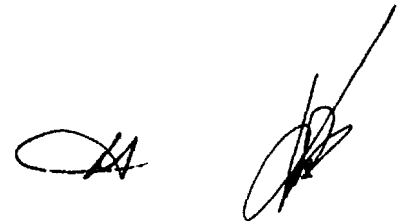
(j) Weekly Guarantee

Except as otherwise mutually agreed by the Parties hereto, the Company shall guarantee sixty (60%) percent of its employees in this classification, taken in order of their seniority and to a minimum of one out of two, two out of three, not less than forty (40) hours wages per week. The Company may average the guarantee over a two week pay period commencing on a Sunday and ending on the fourteenth day, Saturday pay period.

**Section 3 - Worktime**

Worktime shall include but not be limited to loading, unloading, repairs of equipment, chaining and unchaining (of tires) time spent on ferries or boats (except as otherwise provided in Article 26 herein, and when drivers are required to stay with the equipment).

When the driver performs the function, fueling at Company pumps and key pumps, hooking up, unhooking, switching on complete interchange of equipment will be included as work time.



**section 4**

(a) Travel time

All hours travelling on public transportation from the point deadhead commenced to the destination point designated by the Company shall be paid for at his regular straight time hourly rate plus the subsistence allowance if applicable and the cost of such transportation.

(b) Deadhead

Each employee who is covered by this Agreement and who is required by the Company to ride Company equipment in deadhead manner will be paid the regular straight time hourly rate for all hours spent in riding such equipment, except those employees covered under Article 24, Section 1 (c).

**Section 5 - Wait Time**

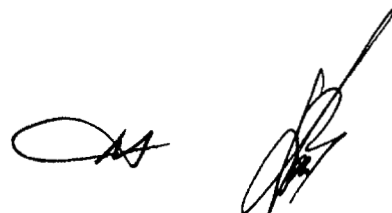
- (a) Wait time shall be paid for all time spent waiting to load, unload, waiting for loads, waiting for equipment to be repaired and waiting for roads to be cleared - with a maximum of ten (10) hours pay for waiting time in each twenty (20) hour period.

Wait time is clarified as follows: Wait time is not cumulative and shall not be subject to overtime. For the purpose of determining wait time pay, each stop shall be considered a separate waiting period.

When a driver is held more than one (1) day, he shall receive wait time pay for the first ten (10) hours of each twenty (20) hour period.

- (b) All time lost due to delays as result of overloads or certification violations involving Federal, State, Provincial or City regulations, shall be paid for at regular applicable wait time rate in this Agreement unless required to stay with equipment.

Where possible it shall be the duty of the employee to ascertain that he is not hauling an overload. It shall be the duty of the employee to ascertain that he has all necessary and required licenses, certificates and permits before leaving the Company terminal, provided however that the Company shall arrange for all permits to be made available to its employees.

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**Section 6 - Layover**

- (a) In the event that **drivers are required** to lay over during any one round trip or tour away from their home terminals, they shall be compensated for layover time **as** follows:

It being understood that layover time shall not be cumulative but shall mean only one layover on such round trip or tour.

For the first twelve (12) hours of each layover.

For the next ten (10) hours, layover rates as stipulated in this Agreement.

For the next twelve (12) hours - No pay;

For the next ten (10) hours, rates as stipulated in this Agreement and continuing on the same basis for each twenty-two (22) hour period of continuing layover.

- (b) The layover point is to be designated on a man's original orders prior to his dispatch from point of origin of trip or tour, save and except in the case of accident or breakdown whereby the layover point may be extended to a point beyond the original designated layover point.
- (c) When drivers arrive at the layover point and are placed on layover they will be so advised on arrival, or else put on wait time, save and except where the drivers have been previously instructed on their driver's orders.

**Section 7 - subsistence**

- (a) Each employee will receive a subsistence allowance according to the area rate as stipulated in Appendix "A".
- (b) Sleeper-cab drivers shall receive the rate as outlined per day or any portion thereof after eight (8) hours.

Definition: Each employee shall be entitled to the full subsistence after eight (8) hours up to twenty-four (24) hours from the time he started his tour and each twenty-four (24) hour period thereafter.

- (c) Single man drivers who have been put to rest or layover or book-off away from their home terminal shall receive the rate as outlined per day or any portion thereof after ten (10) hours the first day and on the basis as stipulated in Appendix "A" for each succeeding day.

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Definition: Each employee shall be entitled to the full subsistence after ten (10) hours up to twenty-four (24) hours from the time he starts his trip.

Drivers on a turnaround in excess of ten (10) hours who stop to eat will be entitled to one (1) meal paid for by the Company to a maximum amount of six dollars and fifty cents (\$6.50) (a voucher may be required) and straight time pay while eating.

**Section 8 - Bobtail**

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

**Section 9 - Definition Mileage Rates**

Mileage rates as specified in Appendix "A" are composite rates and shall be paid to compensate for the following duties performed:

Driving, checking equipment, making company required reports.

**Section 10 - Miles and Hours**

All runs or trips shall be paid for at the mileage rate for miles driven except that the hourly rate shall apply in the event that the amount earned under the applicable mileage rates provides less than the hourly rate for the total driving time on a particular trip. The onus is upon the driver to question the rate of pay by marking his trip and pay report accordingly.

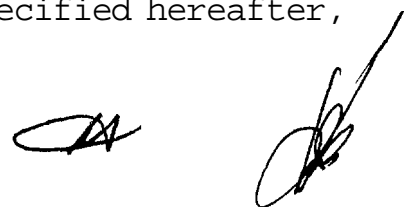
**Section 11 - Bush Runs**

Trips which include both main highway miles and off-line miles will be paid for in the following manner:

Mileage rates for main line highway miles and hourly rated for bush miles.

**Section 12 - single Man Operations**

- (a) For definition purposes the word "trip" will be used when referring to single man operation. A single man trip is considered from point of dispatch to point of rest, layover or book-off.
- (b) The regular hours of work for employees engaged in single man operations shall be ten (10) hours per trip, sixty (60) hours per week in any seven (7) day period, it being understood that there will be no pyramiding of overtime. The Company shall pay for all time driving and working in excess of the regular hours at the overtime rates as specified hereafter,

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and shall continue at the overtime rates until a minimum rest period of four (4) hours is provided. This rate does not apply to the layover and wait time but is calculated on the miles driven and half the **work** time rate per hour.

- (c) No single man driver shall be called for dispatch until he has been off duty eight (8) hours excluding call time after completing a trip at the home terminal.

No single man driver who has been put to rest or layover shall be called for dispatch or duty until he has been off duty for four (4) hours at a point away from the home terminal. However, at points away from the home terminal the driver shall be entitled to, if he so requires, up to eight (8) hours of uninterrupted rest. Drivers held and/or waiting at a point other than the home terminal in excess of the maximum rest period, will be paid wait time for hours in excess of the full rest period.

**Section 13 - All Line Drivers Transferring Over-the-Road Drivers**

- (a) When a branch, terminal, division operation is closed or partially closed and the work of the branch, terminal or operation is transferred to another branch, terminal, division or operation in whole or in part, an employee at the closed or partially closed down branch, terminal, division or operation shall have the right to transfer at the Company's expense to the branch, division or operation into which the work was transferred if work is there available. Payment is conditional upon completion of one year's service from the effective date of transfer. It shall be a matter of policy that drivers may be required to make such move within three (3) months of the date of transfer.
- (b) Such employees will be dovetailed into seniority list as of the date they first become employees in their classification within the Local Union's jurisdiction or certification unless other arrangements are mutually agreed upon.
- (c) Whenever a man is transferred at the request of the Company, his reasonable moving expenses shall be borne by the Company.
- (d) For the purpose of this section "expense" is defined to mean the moving expenses of normal household goods and chattels up to a maximum of one thousand (1,000) cubic feet.
- (e) A company who contributes to the cost of moving shall be entitled to select the mover.

**Section 14 - Exclusion of Mileage Conditions**

The mileage conditions of this Article shall not apply in the following cases, which shall be covered elsewhere in this Agreement (Article 26):

- (a) When motor vehicles travel under permits as to width and height when it necessitates the use of a pilot and/or escort vehicle.

When motor vehicles travel with excessive overload, warheads, live ammunition and explosives, thus restricting normal speed.

- (b) When employees are engaged in the operation of motor vehicles on Vancouver Island and Sechart Peninsula in which case the hourly rates prevail (Article 24).

**ARTICLE 27 - ~~M1~~ OF STANDARDS**

The Company agrees that the conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of signing of this Agreement.

Higher rated Union employees shall be subject to all the terms and conditions of this Agreement.

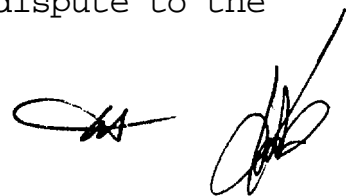
**ARTICLE 28**

**Section 1 - savings Clause**

If any Article or Section of this Agreement or any of the riders hereto should be held invalid by operation of law or by any 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 - Negotiations for Replacement of Article Held Invalid**

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 30 following.

**ARTICLE 29**

The marginal section and article heading shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

**ARTICLE 30**

**Section 1 - 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 are as follows:

- (a) Termination or Lay-off - ten (10) calendar days
- (b) All other grievances - thirty (30) calendar days

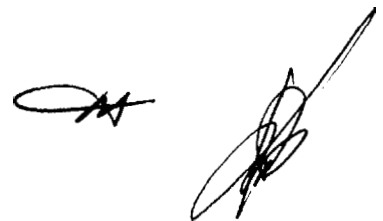
In any dispute over a pay cheque or pay statement, or any matter thereon, the time limit shall be calculated from the date the employee received the pay cheque or pay statement.

**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 provision of this Agreement, including any dispute as to whether a matter is subject to this grievance, shall be referred to two (2) authorized representatives of the Union and two (2) authorized

**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 representative of the Union and the Company to hear both sides of the case.

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## Section 2 - Minister of Labour

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 Labour will be requested to appoint a neutral arbitrator.

## Section 3 - Arbitrators Decision

The Arbitrators 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 on him and he shall have no authority in any manner to amend alter or change any provisions of this Agreement.

## Section 4 - Costs

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

## Section 5 - Meeting Chairman and Minutes

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.

## ARTICLE 31

### Section 1 - Term of Agreement

This Agreement shall be in full force and effect from the first day of January A.D. 1994 until the 31st day of December A.D. 1995, and shall remain in full force and effect from year to year thereafter PROVIDED THAT either Party may, not less than ninety (90) days and not more than one hundred and twenty (120) days immediately preceeding the 31st day of December thereafter, by written notice to the other Party:

- (a) Require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.
- (b) Terminate the Agreement on the next succeeding anniversary date thereof and require the other Party to commence collective bargaining with the view aforesaid.
- (c) Terminate the Agreement on the next succeeding anniversary date thereof.

Should either Party give written notice to the other Party pursuant to sub-section (2) hereof, this Agreement shall thereafter continue in full force and effect until the Union shall give notice and strike action has been implemented or the Company shall give notice of lock-out and lock-out has been implemented or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement.


**Section 2**

The Parties hereto agree to waive the provisions of Section 66(2) of the Labour Code of British Columbia.



WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals the day and at first above written.

SIGNED THIS 14 DAY OF FEBRUARY, 19 95

SIGNED ON BEHALF OF THE PARTY OF THE FIRST PART

  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE PARTY OF THE SECOND PART

  
\_\_\_\_\_  




## APPENDIX "A"

W2 SCHEDULE

<u>CLASSIFICATIONS</u>	<u>JAN 1 1991</u>	<u>JAN 1 1992</u>	<u>JAN 1 1993</u>
Truck Operator cc over 36,000 lbs Tandem Bed Truck	17.17	17.60	18.22
*The carrying capacity (cc) in the above categories shall be those authorized by the Motor Carrier Branch.			
Swampers, Helpers and Warehousemen	16.78	17.20	17.80
Certified Journeyman, Mechanics and Welders and qualified reefer refrigeration servicemen	19.38	19.86	20.56
Non-Certified Mechanics	18.53	18.99	19.65
Tiremen, Greasers, Reefer Refrigeration and Servicemen	16.78	17.20	17.80
Wrenchmen	17.17	17.60	18.22

A chargehand's rate of pay shall  
exceed the highest hourly rated  
employee's rate of pay under his  
direction, including his own  
classification by the following  
amounts:

Regular Chargehand (e.g. warehouse)	30 cents/hr
Marine Chargehand (e.g. scows)	40 cents/hr
Heavy Equipment Chargehand	75 cents/hr

## APPENDIX "A"

WAGE SCHEDULE CONT'D.

<u>CLASSIFICATIONS</u>	<u>JAN 1</u> <u>1991</u>	<u>JAN 1</u> <u>1992</u>	<u>JAN 1</u> <u>1993</u>
80,001 GVW to 99,999 GVW	17.44	17.88	18.51
100,000 GVW to 114,999 GVW	17.49	17.93	18.56
115,000 GVW to 130,000 GVW	17.66	18.10	18.73
Over 130,000 GVW	17.82	18.27	18.91

Axle and combination premiums in the contract language are replaced by the GVW premiums at 80,001 GVW and over.

Where a tractor has a specified licensed GVW the rate to that GVW will apply when the tractor is engaged in an equipment configuration which enables it to achieve that rate.

Specialized Equipment shall receive 35 cents per hour premium. Operators both ends steering dolly equipment shall be paid premiums of 75 cents per hour. Both operators shall receive the same rate per hour.

Apprentices - 1st year - 60% of the Journeyman  
 2nd year - 70% of the Journeyman  
 3rd year - 80% of the Journeyman  
 4th year - 90% of the Journeyman

Must attend and eventually graduate from an accredited vocational or apprentice program under Provincial (or Federal) Government jurisdiction in order to qualify for first class journeyman status with trade card.

Apprentices will be paid the difference between their regular pay and the amount from the Apprenticeship Board while attending Apprenticeship School, provided they pass their examinations.

The maximum number of Apprentices to be employed in any shop will be one apprentice for every three (3) trademen.

## APPENDIX "A"

WAGE SCHEDULE CONT'DMILEAGE RATES

<u>CLASSIFICATION</u>	<u>JAN 1</u> <u>1991</u>	<u>JAN 1</u> <u>1992</u>	<u>JAN 1</u> <u>1993</u>
Basic Rate	.4460	.4572	.4732
80,001 GVW to 99,999 GVW	.4515	.4628	.4790
100,000 GVW to 114,999 GVW	.4590	.4705	.4870
115,000 GVW to 130,000 GVW	.4667	.4784	.4951
Over 130,000 GVW	.4742	.4861	.5031
Sleeper Differential	.0472	.0484	.0501
North of Watson Lake & Yukon Single Differential	.0326	.0334	.0346
Sleeper Differential	.0217	.0222	.0230

While operating combination units, drivers will be paid one-half cents (1/2) per mile over and above the foregoing mileage rates. For definition purposes a combination unit shall comprise a tractor and two (2) or more trailers or a truck with pup but excluding dromedary unit.

Wait time and layover shall be calculated at a regular straight work time rate.

Except where otherwise herein provided, the hourly rate for line drivers shall be as stipulated above.

Part-time employees will receive the rate of pay for the classification under which they are working.

## APPENDIX "A" CONTINUED

**subsistence:**

- (a) Single Man - \$18.00 for the first twenty-four (24) hours and sixty-two and one-half cents (62 1/2) an hour for each additional hour thereafter, except for North of Fort Nelson where each additional hour will be at 75 cents per hour. While engaged in non-scheduled overnight trips away from home terminal, there shall be a subsistence allowance of \$15.00 minimum per day for each overnight period. However, if this amount does not cover expenses, the Company shall pay such employee any reasonable additional expenses incurred if properly supported by voucher or receipt.
- (b) Subsistence allowance and meal allowance shall be identified as a separate item and paid at the same time that wages are paid. However, this shall not prevent the Company from making single "**floater**" advances or emergency advances.

The Company agrees to provide mechanics, apprentices and helpers with full insurance for replacement to cover loss of tools due to:

1. Fire on Company premises.
2. Theft resulting from break-in to the Company premises and/or mechanic's tool box.

To be eligible the mechanic must supply the Company with an inventory of his tools and their cost by and each January thereafter. New employees must supply an inventory within thirty (30) days of commencement of employment.

When company drivers or owner operators are requested by the company to work on hauls based away from their home terminal, the company will reimburse the drivers or owner operators up to a maximum of \$50.00 per day for room and board expenses.

The payment of the \$50.00 per day as set forth herein shall not be in addition to the subsistence allowance.



## APPENDIX "B"

HEALTH AND WELFARE PLAN**Section 1 - Institution**

It is agreed that a Health and Welfare Plan be instituted in accordance with the principles hereinafter set out. The name of the Plan shall be "Teamsters - Transport Health and Welfare Trust Plan".

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

**Section 2 - Board of Trustees**

A Board of Trustees will be constituted of three (3) members representing the General Truck Drivers and Helpers Union Local 31.

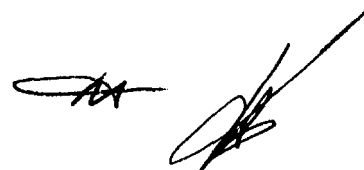
**Section 3 - Plan Administration**

The terms of the Plan and its administration shall be entirely the responsibility of the 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 Trustees will be governed by a trust agreement, and benefit entitlement will be subject to such rules, limitations and exceptions contained in Plan documents and insurance contracts as are established and accepted by the Trustees from time to time.

**Section 4 - Eligibility Conditions**

- (a) Any member of the Union who is a regular employee in the employ of the Company on the effective date of the Health and Welfare Plan shall join the Plan from that date.
- (b) Any member of the Union who is hired by the Company after the effective date of the Health and Welfare Plan shall join in the Plan on the first day of the month immediately following that month in which the employee becomes a regular employee and coverage shall be in accordance with the Plan.

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### Section 5 - Benefits

- (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 outlined in an employee booklet issued by the Plan from time to time.

### Section 6 - Cost

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

Definition: The Company agrees to the contribution rate set out by the Trustees 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 to keep the plan whole.

It is agreed between the Company and the Union that the Weekly Indemnity benefit be maintained to meet the standard requirements for full premium reduction under the Unemployment Insurance Act and that the employee's 5/12th share of the premium reduction is retained by the Company as payment in kind.

### Section 7 - Payment of Contributions

Contributions shall 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.

### Section 8 - Lay-Off and Termination of Employment

All coverages under the Plan will terminate at the end of the month in which lay-off or termination of employment occurs.

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 benefit and long term disability benefit 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 9 - General**

- (a) It shall be the responsibility of the Company to provide to the employee the necessary Health and Welfare forms.
- (b) It shall then be the responsibility of the employee to cause such forms to be completed.
- (c) The Trustee of the Plan shall ensure any payments due to the employee are made not less frequently than his normal pay periods.

**Section 10 - Sick Leave**

The sick leave plan does not form a part of the Health and Welfare Plan.

- (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 thirty (30) days. 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 absence, occasioned by sickness or accident is not covered for payment by either the Teamsters - Transport Health and Welfare Trust Plan or Worker's Compensation paid sick leave shall apply as follows:
  - (i) No pay for the first day of sickness.
  - (ii) One (1) full day's pay for each of the second (2nd) and third (3rd) days of sickness provided those days are regular work days.

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- (b) (iii) A day's pay for employee's will be eight (**8**) hours pay at the regular hourly rate for **his** classification.
- (iv) It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the Company may prescribe.
- (c) Any proven abuse of the sick leave provisions 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.

Two handwritten signatures in black ink, one to the left of the other, located in the bottom right corner of the page.

APPENDIX "C" SECTION 1

DEPENDENT CONTRACTORS AGREEMENT BETWEEN  
LINEHAUL, CHARTER AND CONTRACT CARRIER MEMBER  
COMPANIES AND TEAMSTERS UNION LOCAL 31 AND 213

BETWEEN : COMPANY \_\_\_\_\_  
(Known herein as "Company")

ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

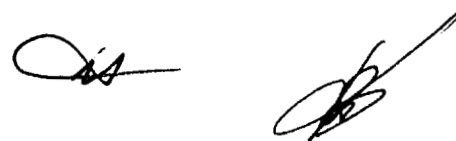
AND: DEPENDENT CONTRACTOR:  
\_\_\_\_\_  
(Known herein as "Dependent Contractor")

ADDRESS : \_\_\_\_\_  
\_\_\_\_\_

1. The Company agrees to retain the services of the vehicles hereafter described, with driver:

<u>TYPE</u>	<u>G.V.W.</u>
Van	Kg
Flat Deck	Kg
Tractor	Kg
Pick-Up	Kg
Other	Kg

Make  
Serial Number



SPECIALIZED EQUIPMENT

TRUCK \_\_\_\_\_

TRUCK  
(CRANE ATTACHED) \_\_\_\_\_

POWER GATES \_\_\_\_\_

AS PER ATTACHED CERTIFICATE WINCHES \_\_\_\_\_  
OTHER \_\_\_\_\_

2. The Company shall be held responsible for the action of the Dependent Contractor respecting compliance with the Motor Carrier Act and Regulations pursuant thereto only while such equipment is being operated as specifically directed or authorized by the Company. The Company shall not direct a dependent contractor to haul without proper permits. Where possible, the Company will use pilot cars operated by drivers who are members of the Teamsters Union.
3. The Company and the Dependent Contractor shall each maintain adequate Insurance Coverage appropriate to their respective areas of responsibility as required by statute and each shall file with the other proof of such Insurance Coverage.
4. The Dependent Contractor shall display the name of the Company on the vehicle and have it painted as required by the Company, plus whatever is required by the Company, plus whatever is required by the Motor Carrier Commission and/or Motor Vehicle Regulations.
5. The Dependent Contractor shall be responsible for any expenditures made by the Dependent Contractor in the name of the Company subject to the Dependent Contractor having received authorization from the Company prior to the making of such expenditures. Such expenditures shall be subject to deduction by the Company from the Dependent Contractor.
6. This Agreement shall expire on the date that the B.C. Master Freight and Cartage Agreement expires, however this Agreement may be cancelled by either the Company or the Dependent Contractor on giving thirty (30) days prior notice or such longer period **as mutually agreeable** to the **Company** and the Dependent Contractor, excepting that this Agreement may be cancelled immediately by either the Company or the Dependent Contractor for reasons of default, violation of Company policy or violation of this Agreement.

Two handwritten signatures are present at the bottom right of the page. The first signature is a stylized 'AA' and the second is a more complex signature with a long horizontal stroke extending to the right.

7. Except where otherwise mutually agreed in writing by the Union and the Company, the Company shall pay to the Dependent Contractor for service rendered - not less often than once every calendar month, the following revenue:
- (a) The Company shall not pay less than ninety-nine point .52 cents (99.52) during the term of this Agreement, plus the Company's contributions under Section 8 (a) to (f) herein.
  - (b) All fuel surcharges where applicable.
  - (c) Rates of revenue grossing in excess of 100,000 GVW shall be mutually agreed between the parties.
  - (d) Allowing for an alternative method of payment agreed to between the Union Company and Dependent Contractor and allowing for existing agreements in effect at date of signing of this Agreement, said methods or agreements must be at least equal to minimum in Appendix "C" Section 7 (a) herein. Copies of said Agreement to Local Union. Any dispute shall be resolved under Article 30 of the grievance procedure.
8. In addition to compensation provided for under Section 7 herein the Company shall assume complete financial responsibility for the following:
- (a) Contributions normally assessed against an employer for the Health and Welfare Plan.
  - (b) The painting of the Company signs on the equipment.
  - (c) The bonding of the Dependent Contractor.
  - (d) Cargo Insurance and trailer insurance.
  - (e) Any administration fees incurred as a result of engaging the services of the Dependent Contractor.
  - (f) Operating Authorities certificates.
9. The Dependent Contractor shall assume complete financial responsibility *for* the following:





APPENDIX "D"**TEAMSTERS - B.C. MASTER EMPLOYEES PENSION PLAN**

## Section 1

The Teamsters 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 Freight and Cartage Agreement on the one Part, and the General Truck Drivers and Helpers Union, Local 31 on the other Part, have together established a Pension Plan to be known and described as:

**Teamster 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 5 Trustees appointed by the Companies and 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.
- d) Notwithstanding the provisions of Sub-Section (b) of this Section, any member of the Union hired as replacement for regular employees shall join the Plan on the first day of the month following the month in which the employee

is hired.

**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, not to exceed 40 hours per week or 168 hours per month, except:
  - a) Any employee working a four day work week shall be entitled to 40 hours per week provided the employee works each day of the stipulated work week.
  - b) In respect of a line-driver not to exceed 168 hours per month. Hours worked by a line-driver in any month in excess of 168 hours to be banked and to be carried forward by the Company for payment in any month in which the hours worked are less than 168.
2. All hours, but no more than 168 hours per month, 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 contributions shall apply:

Effective Date - Cents Per Hour

1 January, 1982	15 cents	1 January, 1986	75 cents
1 July, 1982	30 cents	1 January, 1987	75 cents
1 January, 1983	35 cents	1 January, 1988	75 cents
1 July, 1983	50 cents	1 January, 1989	75 cents
1 January, 1984	55 cents	1 January, 1990	90 cents
1 July, 1984	60 cents	1 January, 1992	105 cents

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.



LETTER OF UNDERSTANDING  
BETWEEN  
TEAMSTERS LOCAL UNION 31  
AND  
LOMAK TRANSPORT CORP.

It is agreed between the parties aforementioned that the following mechanic be red circled and that the hourly rates of pay be increased by 50 cents on January 1, 1991, 50 cents January 1, 1992 and a further 50 cents on January 1, 1993.

Name red circled:	Jan 1/91	Jan 1/92	Jan 1/93
Leon A. Vhal	19.80	20.30	20.80

DATED THIS 14 DAY OF FEBRUARY, 1995

SIGNED FOR THE COMPANY

*[Signature]*  
\_\_\_\_\_

SIGNED FOR THE UNION

*[Signature]*  
*[Signature]*

*[Handwritten marks]*

LETTER OF UNDERSTANDING  
BETWEEN  
TEAMSTERS LOCAL UNION 31  
AND  
LOMAK TRANSPORT CORP.

Rates paid for trip rates and cycle time, company drivers:

	<u>CYCLE TIME</u>	<u>TRIP RATE</u>
Plateau	4.75 hr	\$89.82
Pas Lumber	2.30 hr	\$43.49
Terrace (Skeena, West Fraser)	4.50 hr	\$85.10
Hobenshield	7.25 hr	\$137.10
Stege	8.00 hr	\$151.28

The Plateau trip rate will remain the same regardless of which of the three **pulp** mills in Prince George chips are delivered to. The Terrace trip rate applies to delivery of chips to the Skeena Cellulose Pulp Mill in Prince Rupert.

Extra hours over and above the established cycle time will be paid as follows:


- First hour per shift in excess of established cycle time - no pay
- Next hour per shift as straight time rate (as per Appendix "A")
- All additional hours per shift at time and one-half

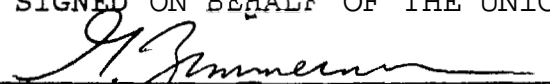
It is agreed between the parties that total hours worked in a day will be calculated from when the driver puts his tac card in at the beginning of his shift until the tac card is removed at the end of his shift, drivers must identify extra hours to be paid on daily time sheets.

SIGNED THIS 14 DAY OF FEBRUARY, 19 95

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

  
\_\_\_\_\_

  
\_\_\_\_\_




LETTER OF UNDERSTANDING  
BETWEEN  
TEAMSTERS LOCAL UNION 31  
AND  
LOMAK TRANSPORT CORP.

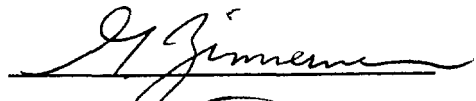

It is agreed by the Parties hereto, that the Workers Compensation premiums as provided for under Appendix "C" Section 2 8 (a) shall be set aside for this contract and/or until the conclusion of the next Agreement.

DATED THIS 14 DAY OF FEBRUARY, 19 95

SIGNED ON BEHALF  
OF THE COMPANY

  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF  
OF THE UNION

  
\_\_\_\_\_  



 

LETTER OF UNDERSTANDING  
BETWEEN  
LOMAK TRANSPORT CORP.  
AND  
TEAMSTERS LOCAL UNION 31

It is agreed between the parties hereto that truck washers/  
shop cleaners hired by the Company will not be used to deprive  
any regular or part-time employees of the conditions of the  
Collective Agreement. The benefits of the Collective Agreement  
will be provided to the truck washers/shop cleaners in accordance  
with the time limits provided therein.

NOTE: This is a pre-apprenticeship classification  
Rate of Pay \$10.00  
To be a Union Member

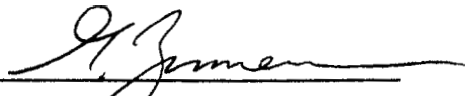
SIGNED ON BEHALF  
OF THE COMPANY



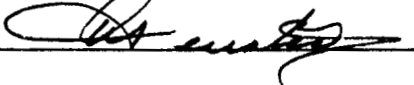
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SIGNED ON BEHALF  
OF THE UNION



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LETTER OF UNDERSTANDING

BETWEEN

LOMAK TRANSPORT CORP.

AND

TEAMSTERS LOCAL UNION 31

By mutual agreement in writing between the Company and it's employees, arrangements may be made for the duration of the contract, to bank accumulated overtime. The Employee may then request his overtime in time off. However, he must inform the Company at least two (2) weeks prior to taking time off. Upon request by the employee, such time off will be taken at the Company's discretion consistent with the effective operation of the business. The minimum unit of banked overtime to be utilized is equivalent to eight (8) regular hours.

The maximum allowable banked time per employee at any one time will be eighty (80) hours or \$2,000.00..

Where an employee desires to bank his overtime he shall request in writing indicating this, which will be binding for the duration of the Collective Agreement.

Overtime which is banked shall be credited in terms of hours or trips, and when taken as time off, shall be paid out at the same hourly or trip rate as banked. When an employee leaves the Company, all banked time shall be paid out in total.

The Company will keep a record of all banked overtime which will be available for perusal by the employee.

Example of banked hours:

1 hour at 1 1/2 time	-	1 1/2 hours banked
1 hour at double time	-	2 hours banked
1 trip	-	1 trip banked

Linehaul:

For each hour over 100 hours:

1 hour at 1 1/2 time	-	1 1/2 hours banked
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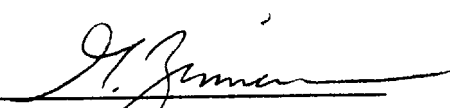
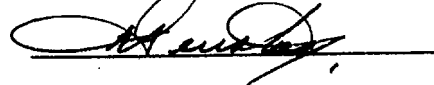
This Letter of Understanding shall take effect on the first day of the month following the signing of the Collective Agreement.

SIGNED THIS 14 DAY OF FEBRUARY, 19 95

SIGNED ON BEHALF  
OF THE COMPANY

  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF  
OF THE UNION

  
\_\_\_\_\_  
  
\_\_\_\_\_

