



SOURCE	Union		
EFF.	97	02	01
TERM.	200	01	31
NO. OF EMPLOYEES	30		
NOMBRE D'EMPLOYES	JFC		

COLLECTIVE AGREEMENT

- RICHMOND TERMINAL -

Local Mainland

BETWEEN:

CANADIAN OWNER-OPERATOR WORKERS' ASSOCIATION

LOCAL UNION 2001

("THE UNION")

AND:

ROBYN'S TRUCKING SERVICES LTD.

("THE COMPANY")

10454 (02)

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COMPANY EMPLOYEES RATE OF PAY		
DEPENDENT CONTRACTOR RATES		

WHEREAS, it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Company and the Union, and to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the Parties hereto.

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

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for its dependent contractors, company drivers, drivers of dependent contractors, and warehouse employees as described in the current Certification issued by the Canada Labour Relations Board.

ARTICLE 2 - DEFINITION OF EMPLOYEE

2.01 The term "worker" as used in and for the purpose of this Agreement shall mean those dependent contractors, Company drivers, drivers of dependent contractors, and warehouse employees at and from the Company's present premises for which the Union is certified.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Subject to the provisions of this Agreement, the Union acknowledges that the Company has and retains the sole, exclusive rights and responsibilities to manage its operations, terminals, and business as it sees fit, including but not limited to the following:

- (a) To direct the working forces, including the right to decide on the number of employees needed by the Company, or required for any task, to organize or assign work to schedule shifts to maintain order, discipline and efficiency in all operations;
- (b) To make and to alter, from time to time, rules and regulations to be observed by all employees;

- (c) The Company shall always have the right to hire and to discipline, to demote or discharge employees for proper cause. Nothing contained in this Agreement will be deemed to obligate the Company to continue to operate any of its' terminals operations, properties or any of its Darts thereof;
- (d) The Parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically controlled by this Agreement. The Company therefore retains all rights not otherwise specifically covered in this Agreement.
- (e) The application of this Management's Rights Clause shall not be inconsistent with any other terms of this Agreement.

ARTICLE 4 - UNION SECURITY

- 4.01 All those described in the current bargaining unit who become employed after the date of the signing of this Agreement, shall become members of the Union, and pay to the Union, initiation fees, dues and assessments to maintain their membership as a condition of employment.
- 4.02 Upon receiving one (1) month's notice from the Union, by registered mail, of a change in the initiation fees, dues, and assessments charged by the Union to its members, the Company shall make deductions in accordance with the notice, effective the date given. The Union shall indemnify the Company for all such deductions and remittance when in accordance with Union instructions.
- 4.03 Union dues remittance shall be made payable to the Canadian Owner-Operator Workers' Association, Local Union 2001, no later than the fifteenth (15th) day of the month and forwarded to the head office located at:

20411 Powell Avenue
Maple Ridge, British Columbia
V2X 4N3

ARTICLE 5 - BULLETIN BOARD

- 5.01 The Company will provide a bulletin board(s) in the lunchroom area for the posting of this Agreement and for such notices as the Union or Company may wish to post. Union notices shall be posted and signed by an authorized representative of the Union, and shall not be of a Political Nature except Union Internal Politics.
- 5.02 All job vacancies and newly created positions in the bargaining unit shall be posted on the bulletin board(s), of the hiring terminal for three (3) consecutive working days. Seniority, ability, and qualifications shall be the deciding factor in awarding the job posted. If the above criteria are not met, the Company retains under Article 3 - Management Rights, to hire outside the Company.

ARTICLE 6 - HOURS OF SERVICE

- 6.01 All workers described in the current bargaining unit shall be bound by the maximum hours of work as prescribed by the National Safety Code and this Collective Agreement. Upon proof of failure to abide by such hours of work, the Parties shall have recourse to the Grievance Procedure in this Collective Agreement.

ARTICLE 7 - CONFLICTING AGREEMENTS

- 7.01 The Company agrees not to enter into any Agreement or Contract with any worker described in the current bargaining unit, members of the Union, individually or collectively, which in any way conflicts with the terms and provisions of this Collective Agreement. Any such Agreement or Contract shall be null and void.

ARTICLE 8 - PROTECTION OF CONDITIONS

- 8.01 Under no circumstances shall the Company directly or indirectly specify a mandatory source of fuel, tires, maintenance/repairs or truck insurance to be used by those in the current bargaining unit.

ARTICLE 9 - TRANSFER OF COMPANY TITLE OR INTEREST

9.01 This Collective Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event the entire business 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 financial arrangements thereof.

ARTICLE 10 - SAFETY CONDITIONS

10.01 Maintenance of Equipment - it is to the mutual advantage of the Company and those covered under the current bargaining unit that they shall not operate equipment which is not in safe operating condition.

10.02 Workers in the current bargaining unit shall not be required to operate Company or dependent contractor 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 (e.g.: air lines, brakes, tires, all necessary lighting equipment).

10.03(a) It shall be the duty of the workers covered under the current bargaining unit to report, in writing, on the appropriate forms of the Company, promptly, but not later than the end of the shift or trip, all safety and/or mechanical defects on Company and dependent contractor equipment which they have operated during that shift or trip.

(b) The Company shall designate a person to whom all defect reports of Company and dependent contractor equipment are to be submitted, and those affected shall be notified of the person so designated.

10.04(a) In the event essential repairs cannot be effected to make the Company or dependent contractors' equipment safe, the Company or dependent contractors' equipment shall be correctly identified and kept out of service until repaired. It shall not be considered a violation of employment when workers covered under the current bargaining unit refuse to operate such identified Company or dependent contractor equipment.

(b) It shall be the obligation of the Company to direct the repairs as necessary to conform with the safe and efficient operation of their equipment.

10.05(a) The Company shall inform, direct and supply to workers covered under the current bargaining unit, proper information, handling devices or equipment for handling product and cargo. Workers covered under the current bargaining unit shall pay for their first Government or Company designated Dangerous Goods Course and the Company agrees to pay for subsequent courses. Dependent contractors and drivers of dependent contractors shall take such courses and supply freight handling equipment at their cost.

(b) Workers covered under the current bargaining unit, exposed to a hazard by reason of handling dangerous goods cargo, shall be provided with adequate protective clothing and equipment as required by the Workers' Compensation Board regulations and the cost shall be borne by the Company, when applicable.

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

10.06 Company Drug Testing Policy and Harassment Policy to be a part of the Collective Agreement to cover employees in the bargaining unit.

ARTICLE 11 - UNION DECAL

11.01 It shall not be a violation of this Collective Agreement for workers covered under the current bargaining unit to post the Canadian Owner-Operator Workers' Association, Local Union 2001 decal in a

conspicuous place on the glass area of the equipment he is operating. Said decal will not be attached to any area which will impair the vision of the driver. Said decal shall remain the property of the Union.

ARTICLE 12 - SENIORITY

- 12.01 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 and has the appropriate equipment configuration. There shall be two (2) seniority lists: one for Company employees and one for dependent contractors and drivers of dependent contractors.
- 12.02 Seniority for the purpose of this Agreement shall mean the length of service with the Company.
- 12.03 The Company shall, where operationally possible, assign work on a rotation basis.
- 12.04 The Company shall, upon request, provide the Union with an up-to-date list of workers covered under the current bargaining unit within each division. Such lists shall state the starting date, Company number assigned, and truck number. Said lists shall be posted on the Union Board as of January and July of each year.
- 12.05 All newly hired employees shall be considered as being on probation for the first ninety (90) calendar days. There shall be no responsibility on the part of the Company in respect of the employment of those on probation should they be laid-off for lack of work or discharged during the probationary period. However, the Company shall inform the individual as to whether he has been discharged or laid-off. Upon successful completion of the probationary period, said individual shall be granted seniority effective from the first day of the probationary period.
- 12.06 In the event that the Company purchases a business or any part thereof, the employees of which are covered by a collective agreement with the Canadian

Owner-Operator Workers' Association, Local Union 2001, the seniority of such employees shall be computed from the date that they first become employees of the aforesaid business.

- 12.07 In the event of a lay-off, workers covered under the current bargaining unit shall be laid-off in reverse order of their seniority. A laid-off worker shall retain his seniority and recall rights with the Company for two (2) months after the date of lay-off.
- 12.08 In the event a dependent contractor sells the truck to his driver, the Company shall not be obligated to employ the driver.

ARTICLE 13 - RETAINING SERVICES

- 13.01 The Company agrees not to contract out any work normally performed by workers covered under the current bargaining unit if anyone is on lay-off for lack of work at the time such contracting out is introduced or, if the contracting out would cause the lay-off of workers covered under the current bargaining unit, However, the Company can use hired cartage to expedite deliveries that are of an emergency nature.
- 13.02 Dependent contractors shall not be required to lease a truck if their equipment is down for less than ten (10) days.
- 13.03 Replacement drivers shall not be a requirement of the Company if a dependent contractor is off work for less than ten (10) days.

ARTICLE 14 - DISCIPLINE RECORD

- 14.01 When workers covered under the current bargaining unit are given a verbal or written warning, a record of that warning shall also be placed in the individual's personal file. The individual shall be permitted to make a written response to the warning which shall also be placed in the individual's file. The Union will be notified, in writing, of any verbal or written warning.

ARTICLE 15 - PROTECTION OF RIGHTS

15.01 It shall not be a violation of this Agreement or cause for discipline for a worker covered under the current bargaining unit, in the performance of his duties, to refuse to cross a legal picket line.

ARTICLE 16 - DISCLOSURE OF EARNINGS

16.01 Except as otherwise mutually agreed between the Parties, workers covered under the current bargaining unit shall be paid not less frequently than the 1st and 15th of each month. Dependent contractors shall be paid every 1st and 15th of the month for revenue earned forty-five (45) days prior. Upon thirty (30) days notice of termination by either Party, the dependent contractor shall receive his pay as normal with the exception of \$3,000.00 to be held sixty (60) days from the last day worked.

16.02 The Company shall provide workers covered under the current bargaining unit with a separate or detachable printed, itemized statement of revenue earned in a two-week pay period. Such statement shall set forth the bill of lading number, dates, rate of wage / revenue applicable, and all deductions made from the gross amount of wage / revenue,

16.03 If an error occurs in a pay cheque, where the amount is equal to one (1) day or more, said individual shall be entitled, upon request, to a cheque being issued in favour of said individual on the next pay period.

16.04 Except as elsewhere herein provided, upon termination or quitting, the Company shall pay all money due to workers other than dependent contractors and drivers of dependent contractors within seven (7) days.

ARTICLE 17 - BEREAVEMENT

17.01 A dependent contractor or driver of a dependent contractor shall be entitled to three (3) days leave

of absence, without pay. for the purpose of attending a funeral for those family members referred to Section 17.02.

17.02 Company drivers and warehousemen shall be entitled to three (3) days leave of absence without loss of regular straight time hourly pay upon the death of his spouse, mother, father, son, step-son, daughter, step-daughter, brother, sister, mother-in-law, father-in-law.

ARTICLE 18 - COURT DUTY LEAVE

18.01 A Company driver and warehousemen shall be entitled to leave of absence without **loss** of regular straight time pay for the purpose of:

(i) attending as a court witness under subpoena concerning matters occurring during the regular course of his employment; or

(ii) performing duty as a juror.

18.02 A worker performing jury or witness duties, will make himself available for work before and after such duty whenever practical.

18.03 A worker on leave of absence with pay for jury or witness duty shall assign to the Company, any fees received as a result of such duty.

18.04 A worker shall not be entitled to court duty leave while on either: a leave of absence, vacation, regular days off, lay-off, or while receiving benefits from Workers' Compensation or a medical benefits plan.

** Dependent Contractors excluded from Article 18. **

ARTICLE 19 - PHYSICAL OR MEDICAL EXAMINATION

19.01 Any Company required physical or medical examination shall be promptly complied with by workers covered under the current bargaining unit. provided, however: the Company shall pay for all such physical or medical examinations and for any time lost as a

result thereof, during his working hours. Upon completion of said examination(s), the worker shall return to work.

19.02 Where the Company requires a worker 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, except in instances where he is returning to work, or is about to return to work, following illness or disability upon completion of said medical.

19.03 Workers covered under the current bargaining unit who have been absent from work because of illness or accident, must provide a certificate of fitness from a physician in order that the individual return to work.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Workers covered under the current bargaining unit who have completed one (1) year or more of continuous active service, may be granted a leave of absence without pay, for a period of thirty (30) days. The Company shall not unreasonably deny said individual a leave of absence. The thirty (30) day leave may be extended one time. However, the extension shall not exceed thirty (30) days.

20.02 Engaging in employment while on a leave of absence or misrepresenting the reason for a leave of absence shall be good cause for discharge.

ARTICLE 21 - VACATION

21.01 Workers covered under the current bargaining unit 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.

21.02 Vacation period to start on completion of his normal work week. and end on the first day of his normal work week on the completion of his vacation.

21.03 Any individual accepting gainful employment while on vacation may be terminated.

21.04 in the event a General Holiday falls during an individual's vacation, the individual shall be allowed a day off in lieu of such General Holiday, either immediately preceding or immediately following his vacation period. Such day off in lieu of a General Holiday, shall be designated on the final vacation schedule.

21.05 Company drivers and warehousemen will have an annual vacation entitlement as follows:

Years of Employment	%	Entitlement
First to fifth	4%	10 days
six and beyond	6%	15 days

Vacation pay will be based on the previous year's earnings. A worker will be entitled to any vacation pay accrued two weeks prior to taking vacation and a separate cheque will be issued.

ARTICLE 22 - PAID HOLIDAYS

22.01 The following have been designated as paid Holidays for Company drivers and warehousemen:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Canada Day
BC Day	Christmas Day
Labour Day	Boxing Day

In the event a general holiday is proclaimed by the Federal or Provincial Government, such holiday shall be observed as a general holiday.

22.02 A worker shall be entitled to pay for a holiday provided he has completed his probationary period.

22.03 Company drivers shall receive nine (9) hours pay at his regular hourly rate. Warehousemen shall receive eight (8) hours pay at his regular hourly rate.

22.04 In the event a paid holiday falls on a worker's regular day off, the day designated by the employer preceding or following shall be taken in lieu.

22.05 Paid holidays falling during a workers vacation shall be scheduled on the day preceding or the day following the vacation at the time the vacation is scheduled. Selection shall be subject to the efficient operation of the business and the senior worker shall have preference in resolving a conflict.

ARTICLE 23 - OVERTIME PROVISIONS

23.01 Authorized overtime shall be paid for time worked in excess of ten (10) minutes beyond a regularly scheduled shift on the following basis:

- (a) Company drivers shall be paid time-and-a-half for all hours worked in excess of nine (9) hours.
- (b) Warehousemen shall be paid time-and-a-half for all hours worked in excess of eight (8) hour
- (c) Company drivers shall be paid time and half for all hours worked in excess of sixty (60) hours when trip exceeds 160 kilometer radius.

Compensation for over-time is on a daily basis and not cumulative, except for 23.01(c).

23.02 Overtime shall be paid for hours worked on a day of rest for Company drivers and warehousemen on the following basis:

- (a) Time and a half plus Statutory Holiday or day in lieu.
- (b) Overtime shall be allocated to the most senior, capable worker who is available and willing to work. In the event no worker volunteers to work overtime, the Company may assign the overtime work to capable workers in reverse order of seniority.

23.03 A Company driver or warehouseman reporting for work on a regularly scheduled work day shall be paid a minimum of four (4) hours pay.

ARTICLE 24 - VISITING PRIVILEGES

24.01 Authorized representatives of the Union shall notify the Company prior to accessing the Company's establishment during working hours for the purpose of investigating conditions related to this Agreement and shall, in no way, interrupt the Company's working schedule.

ARTICLE 25 - GRIEVANCE AND ARBITRATION PROCEDURES

25.01 STEP 1

The Shop Steward, with or without the aggrieved individual, will attempt to settle the grievance with the Supervisor (designated by the Company) involved in the dispute.

If the grievance is not settled at Step 1, the Company representative present at the meeting, will relate to the Union, in writing, the Company's acceptance or rejection of the grievance.

If settlement is not reached, the grievance will proceed to Step 2.

STEP 2

The Shop Steward, with or without the aggrieved individual, will attempt to settle the grievance with the Supervisor's superior. If the grievance is **not** settled at Step 2, the Company representative present at the meeting will relate to the Union, in writing, the Company's acceptance or rejection of the grievance.

If settlement is not reached, the grievance will proceed to Step 3.

STEP 3

The Manager of the Company, with other Company representatives, if he desires, and a Union representative, if available, a Shop Steward, with or without the aggrieved individual, will attempt to settle the grievance.

If the grievance is not settled at Step 3, the Company representative present at the meeting, will relate to the Union, in writing, the Company's acceptance or rejection of the grievance.

If settlement is not reached, the grievance will proceed to Step 4.

STEP 4 ARBITRATION

25.02 Time limits (working days) and steps will be as follows:

Appeal to:	Time:	Answer:
Step 1	Within ten (10) days of the grievor's knowledge of the occurrence of the grievance	(3 days)
Step 2	Within five (5) days of answer	(3 days)
Step 3	Within five (5) days of answer	(3 days)
Step 4	Within five (5) days of answer	

The time limits may be extended by mutual consent if there is reasonable need for extension, and a request for extension is made in writing.

25.03 **DISCHARGE CASES** - If an individual believes that he has been unjustly discharged, he may commence the grievance procedure and it will be instituted at Step 2.

WARNING - SUSPENSION - DISCHARGE - Individuals may only be warned, suspended or discharged for just cause. Suspension days will run as consecutive working days.

- 25.04 GROUP OR GENERAL GRIEVANCES - Grievances of a general or group nature will be put in writing and instituted at Step 2.
- 25.05 TIME LIMITS - FAILURE TO **ACT** - If either Party fails to act within any of the time limits, or with an agreed upon extension, it will be deemed that that Party has abandoned its position and that the position of the other Party has been established, except in a case where the Union withdraws the grievance.
- 25.06 SHOP STEWARDS AND COMPANY REPRESENTATIVES - At each of the three grievance Steps, the Company and the Union may have equal representation.
- 25.07 COMPANY REPRESENTATIVE - **STEPS** 1 and 3 - If a Company's Administrative Staff is such that the same Company Representative would be involved in Steps 2 and 3, then Step 2 will not be used, except in 25.03 and 25.04.

ARTICLE 26 - SHOP STEWARDS

- 26.01 The Union shall elect or appoint Shop Stewards from among its members covered under the current bargaining unit and shall notify the Company in writing forthwith of such appointments and deletions of those individuals so elected or appointed. The Company shall recognize Shop Stewards and not discriminate against them for lawful Union activity. The Company will notify the Union forty-eight (48) hours prior to dismissal of a Shop Steward.
- 26.02 Grievances shall be processed during the normal working hours of the Shop Steward. A Shop Steward shall receive his regular rate of pay when grievances or pending grievances are processed with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company. This applies to Company employees only.
- 26.03 If the Company representative is unable to meet the Shop Steward during the Shop Steward's normal

working hours. the Shop Steward shall be paid for all the time spent during the processing of the grievance(s) with the Company on the Company's property or at any other place which is mutually agreed upon by both the Union and the Company at his regular rate of pay. This applies to Company employees only.

ARTICLE 27 - SAVINGS CLAUSE

27.01 Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgement or order of a court, tribunal or board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

27.02 In the event that any clause 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 implementing the requirements of any such order, judgement or legislation or 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 matter to arbitration.

ARTICLE 28 - HEALTH & WELFARE PLAN

28.01 It is agreed that a Health and Welfare Plan instituted in accordance with the principals hereinafter set out. The name of the Plan is the Canadian Owner-Operator Workers' Association, Health and Welfare Plan.

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

ARTICLE 29 - BOARD OF TRUSTEES

29.01 The Plan is operated by a Health and Welfare Trust under the direction of a Board of Trustees.

ARTICLE 30 - PLAN ADMINISTRATION

30.01 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.

30.02 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 expectations contained in the Plan documents and insurance contracts as are established and accepted by the Trustees from time to time.

ARTICLE 31 - ELIGIBILITY

31.01 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.

31.02 Any member of the Union who is hired by the Company after the effective date of the Health and Welfare Plan shall join the Plan on the first day of the month following that month in which a worker completes his probationary period of ninety (90) calendar days.

31.03 Any member of the Union who has not returned to work due to illness or injury after fifty-two (52) weeks will be removed from the Health and Welfare Plan.

31.04 Any member of the Union that is required to pay any portion of the Health and Welfare Plan, and does not, will be removed from the Plan and terminated from the Company.

ARTICLE 32 - BENEFITS

32.01(a) Group Life Insurance
(b) Accidental Death and Dismemberment Insurance

- (c) Weekly Indemnity
 - (d) Dental
 - (e) Extended Health
- If? Medical Services Plan of British Columbia

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.

ARTICLE 33 - COST

- 33.01 The Company shall contribute \$220.99 per month, per employee for any month in which a worker is covered by the Plan for one day or more. The dependent contractor **is** to pay \$220.99 per month. Should the **cost**. of the Plan exceed the **agreed amount** during the Agreement, this cost will be paid by the member of the Union.
- 33.02 In accordance with the Health and Welfare Plan Document. those workers of the Company who can demonstrate to the Trustees of the Plan that they currently have comparable coverage, will not be required to have duplicate benefits. However. all workers must be covered with the following benefits: Life Insurance, Weekly Indemnity, and Accidental Death and Dismemberment.

ARTICLE 34 - PAYMENT OF CONTRIBUTIONS

- 34.01 The Company agrees to submit Health and Welfare contributions for eligible workers to :

D.A. Townley & Associates Ltd.
101 - 4190 Lougheed Highway
Burnaby, British Columbia
V5C 6A8

upon being invoiced by the Administrator.

ARTICLE 35 - GENERAL

- 35.01 It shall **be** the responsibility of the Company to provide the worker with the necessary Health and welfare forms given to them by the Administrator.

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35.02 It shall then be the responsibility of the worker to cause such forms to be completed and turned in to management of the Company.

35.03 The Trustees of the Plan shall ensure any payments due to worker are made not less frequently than his normal pay periods.

ARTICLE 36 - DURATION

36.01 This Agreement will be in full force and effect from February 1, 1997 to and including January 31, 2001 and will continue in full force and effect from year to year thereafter subject to the right of either Part to this Agreement, to give written notice to the other Party to commence collective bargaining.

36.02 There will be no strikes or lockouts so long as this Agreement continues in force.

36.03 Should either Party give written notice to the other Party pursuant hereto, or such notice be deemed to be given by operation of law, this Agreement will thereafter continue in full force and effect until:

- (a) the Union shall commence a legal strike;
- (b) the Company shall commence a legal lockout; or
- (c) the Parties conclude a renewal or revision of the Agreement or a new Collective Agreement.

SIGNED AT RICHMOND, BRITISH COLUMBIA, THIS 20th DAY OF FEBRUARY, 1997.

ROBYN'S TRUCKING SERVICE3 LTD.

[Handwritten signature]

CANADIAN OWNER - OPERATOR WORKERS' ASSOCIATION. LOCAL UNION 2001

[Handwritten signatures]

COMPANY EMPLOYEE RATES

EFFECTIVE FEBRUARY 1, 1997

CATEGORY	1997	1998	1999	2000
Tractor Driver (TD)	\$15.25	\$15.50	\$15.75	\$16.00
TD (New hire)	12.50	12.75	13.00	13.25
TD (Part time)	13.00	13.25	13.50	13.75
Warehousemen	14.65	14.94	15.24	15.49
Warehouse Helper	11.65	11.90	12.15	12.40
New Hire	9.40	9.59	9.78	10.03
Part Time	10.40	10.61	10.82	11.07

*** New hire wage applies for the ninety (90) calendar day probation period as outlined in Article 12 - 12.05.

*** Part time is working less than eighty (80) hours per month.

**BRITISH COLUMBIA LOWER MAINLAND
DEPENDENT CONTRACTORS RATES**

EFFECTIVE FEBRUARY 1, 1997

REVENUE	1997	1998	1999	2000
		1.5%	2%	1%
1 - 999	\$ 15.00	15.23	15.53	15.69
1000 - 1999	23.00	23.35	23.82	24.06
2000 - 3999	33.99	34.50	35.19	35.54
4000 - 5999	44.29	44.95	45.a5	46.31
6000 - 7999	59.74	60.64	61.a5	62.47
8000 - 9999	77.25	78.41	79.98	80.78
10000 - 11999	100.00	101.50	103.53	104.57
12000 - 14999	104.00	105.56	107.67	108.75
15000 - 19999	112.00	113.68	115.95	117.11
20000 PLUS	120.00	121.80	124.24	125.48

- [1] Yard moves. \$10.00
- [2] Trailer spots empty or loaded. \$50.00
- [3] Trailer spots empty or loaded.
Richmond and Delta \$25.00
- [4] Cube paid when invoiced.
- [5] Company to Day air time.

DEPENDENT CONTRACTOR TO PAY:

- (a) Administration with P.O. Number - 5% (Max. \$50.00);
- (b) Administration without P.O. Number - 10% (Max. \$100.00);
- (c) Cargo insurance deductible of \$2,000.00.