

COLLECTIVE AGREEMENT

BETWEEN

ALLIED SYSTEMS (CANADA) COMPANY

AND

TEAMSTERS LOCAL UNION No. 213

January 1st, 2000 - December 31st, 2002

**DON McGILL
Secretary-Treasurer**

11392(02)

INDEX
ALLIED SYSTEMS (CANADA) COMPANY

ARTICLE		PAGE
1	JURISDICTION AND RECOGNITION	1
2	DURATION OF AGREEMENT	2
3	UNION SECURITY	2
4	DEDUCTION OF DUES, ETC.	2
5	UNION ACTIVITIES OF EMPLOYEES	3
6	LEAVE OF ABSENCE	3
7	SHOP STEWARDS	5
8	UNIFORMS-COVERALLS-GLOVES-SAFETY SHOES	6
9	UNION NOTICES	6
10	CONFLICTING AGREEMENT	7
11	PROTECTION OF RIGHTS	7
12	TRANSFER OF TITLE OR INTEREST	7
13	DISCHARGE OF EMPLOYEES	8
14	GRIEVANCE PROCEDURE AND ARBITRATIONS	9
15	PAY DAY AND PAY STATEMENTS, ETC.	11
16	ANNUAL VACATIONS	12
17	GENERAL HOLIDAYS	14
18	SENIORITY	17
19	NEW EQUIPMENT OR CLASSIFICATIONS, ETC.	23
20	DAYS AND HOURS OF WORK AND OVERTIME	23
21	COMPENSATION COVERAGE	27
22	TRUCK MAINTENANCE AND SAFETY	28
23	SAFETY AND HEALTH	29
24	KEEP PROPER RECORDS	30
25	PERFORMANCE OF DUTY	30
26	SEPARATION OF EMPLOYMENT	30
27	INSPECTION PRIVILEGES	31
28	SANITARY FACILITIES AND FIRST-AID	31
29	UNION LABEL AND VENDING MACHINES	31
30	SAVINGS CLAUSE	32
31	BONDING	32
32	WAGE RATES	32
33	MEDICAL EXAMINATIONS	41
34	PASSENGERS	42
35	WELFARE PLAN	42
36	PENSION PLAN	45
37	ARTICLE HEADINGS	47
28	PROBATIONARY PERIOD	47
39	WATCHMEN'S CONDITIONS	47
40	TOOL REPLACEMENT	47
41	RETIREMENT AGE	48
42	BANKING OF OVERTIME	48
43	C.O.L.A.	49
44	SEVERANCE PAY	49
45	MILEAGES	50
	SIGNATORY PAGE	50
	LETTER OF UNDERSTANDING	51
	LETTER OF UNDERSTANDING	52
	APPENDIX "A" - OWNER OPERATORS	54
	APPENDIX "B" - OWNER OPERATORS	58

ALLIED SYSTEMS (CANADA) COMPANY AGREEMENT
COVERING EMPLOYEES AT AND FROM
1005 DERWENT WAY, ANNACIS ISLAND, NEW WESTMINSTER, B.C.

THIS AGREEMENT entered into this day of i A.D.
2000.

BETWEEN: ALLIED SYSTEMS (CANADA) COMPANY,
 a body corporate duly incorporated under
 the laws of Ontario and having its place of
 business at 4320 Harvester Road, Burlington,
 Province of Ontario;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: TEAMSTERS LOCAL UNION No. 213,
 affiliated with the International
 Brotherhood of Teamsters, of the
 City of Vancouver, Province of
 British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

1. JURISDICTION AND RECOGNITION

- (a) The Employer recognizes and agrees that the Union is the sole bargaining agent for all employees of Allied Systems (Canada) Company, employed in the geographical area of the Mainland of B.C. that is bounded on the North by Powell River, on the South by the U.S. Border, and on the East by the Township of Hope, and Vancouver Island, and any marshalling yard operated by Allied Systems (Canada) Company, except office staff. This jurisdiction applies only to the operation of automobile transportation business undertakings.
- (b) Work presently performed by employees covered by this Agreement shall not be contracted out. From time to time, shop work may be contracted out, however, provided qualified employees are not on layoff or laid off as a result of contracting out, and normal hiring practices are not interfered with.

2. DURATION OF AGREEMENT

- (a) This Agreement shall be for the period from and including January 1st, 2000 to and including December 31st, 2002. Either party to this Agreement may, within four (4) months immediately preceding December 31st, 2002, give to the other Party written notice to commence collective bargaining.
- (b) After expiry of the term of this collective agreement and subject to the limitations necessarily resulting from the exercise of the right of the Parties under Part 5 of the Labour Relations Code, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the Parties' mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.
- (c) It is mutually agreed that the operation of sub-section 2 of Section 50 of the Labour Relations Code is specifically excluded from operation in this Agreement.

3. UNION SECURITY

- (a) The Union recognizes the right of the Employer to hire whomever he chooses, subject to the Seniority provisions contained herein. The Employer shall, however, give the Union the opportunity to refer suitable applicants for employment.

The Employer further agrees that he shall not employ in any job coming under this Agreement any person who is otherwise regularly employed, provided a suitable unemployed person is available from the Union or elsewhere.

- (b) The Employer agrees that **all** employees, including dependent contractors and their employees, shall be members of the Union as a condition of employment and all new employees must become members of the Union within ten (10) working days of commencing employment or be replaced. The Employer's payroll office shall notify the Union, in writing, within five (5) days of hiring a new employee, of his name and classification.

4. DEDUCTION OF DUES, ETC.

- (a) The Union shall submit a checkoff in duplicate at the start of each month. The Employer shall deduct the amounts shown thereon, as well as the deductions dealt with in Section (b) herein, and shall remit along with one (1) copy of the checkoff, to the Secretary-Treasurer

of the Union, not later than the tenth (10th) day of the following month.

- (b) The Employer shall also on each monthly checkoff list show the names of all employees who commenced and discontinued employment in each month, and the Employer shall deduct and remit to the Union an amount equal to the monthly dues of the said Union.

If the Union checkoff has been remitted for that month, the specified amount shall be added to the next month's checkoff and shown as the previous month's dues deducted from such new employee.

- (c) All employees referred to above will be required to sign an authorization of checkoff of Union dues, initiation fees, fines and assessments, which may be levied by the Union in accordance with the Constitution and By-Laws.
- (d) In the case of a Union member being off through vacation, sickness or compensation on the dues deduction pay date, his dues shall be taken off the second pay following return to work.

5. UNION ACTIVITIES OF EMPLOYEES

- (a) No employee shall be discharged or discriminated against for upholding the terms of this Agreement, no employee who serves on a committee shall lose his position, nor be discriminated against for that reason,
- (b) The Employer shall allow time off work, without pay, to any employee who is serving on a Union committee or as a delegate, provided all requests for time off are reasonable or do not interfere with the proper operation of the business. It is agreed that no more than one (1) employee at any given time shall be absent on Union business, except as provided for in Article 7 (e).
- (c) It is also agreed that employees shall not take part in Union activities during working hours, excepting Shop Stewards who shall have the right to discuss grievances with the Terminal Manager or the applicable Supervisor.

6. LEAVE OF ABSENCE

- (a) When an employee suffers an injury, whether on the job or not or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence without loss of seniority until such time as his Doctor states he can return to work, This period will not exceed two (2) years unless required by Provincial or

Federal law or when there is mutual consent of the parties.

- (b) The Employer shall continue to make payments to the Welfare Plan as set out in the Welfare Plan clause contained herein, but not exceeding a period of time of fifty-two (52) weeks. In the event that leave of absence extends beyond fifty-two (52) weeks, the employee may continue participation in the Welfare Plan provided the employee gives the Employer authorization to deduct the full cost of the Plan. If sufficient funds are not available from payroll deductions, the employee will prepay the amount if the Welfare Plan benefits are to continue for a maximum absence of two (2) years. If, by mutual consent, leave of absence is continued beyond two (2) years, the Welfare Plan benefits may also be extended provided the employee prepays payment as described above.
- (c) After one (1) year's continuous employment, an employee may request, in writing, a thirty (30) days or less leave of absence in conjunction with an annual vacation. Such leave will be granted upon mutual consent by the Company and the Union. This period may also be extended by mutual consent of the parties. Leaves of absence of this type will be subordinate to the allocation of annual vacations, and recognizing the number of employees that may be absent at any one time, as described in Article 16 (a). Leaves of absence of this type will be granted to employees not more frequently than every three (3) years. The leave of absence may be taken in conjunction with either part of a split vacation.
- (d) Any person employed in a classification requiring a driver's licence, who suffers revocation of his driver's licence, will be reclassified to other work if it is available, and provided the employee is capable of performing such work, and further provided it will not result in the bumping of a regular employee in any classification. If no reclassification is made, the employee will be granted leave of absence for a period of time not to exceed two (2) years. Reclassification or leave of absence will only be granted provided the employee is not discharged for just cause. Any employee who is granted a leave of absence under this section will not be granted another leave of absence for five (5) years after completion of the first leave of absence. No more than two (2) leaves of absence will be granted under this section. Employees taking this type of leave of absence will not accrue seniority for the purpose of increasing their vacation entitlement.

- (e) Any other type of approved leave of absence shall be confirmed in writing by the Employer. Copies of leaves of absence given by the Employer to any employee will be both sent to the Union and posted in the appropriate employee area (drivers' room and yard lunchroom). Under such leaves, the employee shall retain and accrue seniority only.
- (f) In any instance where any employee accepts other employment, when off work either through illness or accident or written leave of absence, his employment may be terminated, except that other employment may be taken during the leave of absence that is granted in conjunction with driving licence suspension, as provided for in subsection (b) of this Article.

7. SHOP STEWARDS

- (a) The Employer will recognize Shop Stewards selected in accordance with the Union rules and regulations to deal with grievances or to fulfil any other function assigned to him by the Union, and the Terminal Manager or applicable Supervisor shall meet with same at his request.
- (b) The Union agrees to notify the Employer as to the identity of any Shop Stewards.
- (c) The Employer further agrees that the selection and/or removal from office of Shop Stewards is the function of the Union.
- (d) The Shop Steward shall have no authority to alter, amend or violate, or otherwise change any part of this Agreement. The Shop Stewards shall report to the Union Officers and Management any violation of this Agreement.
- (e) During negotiations, the Union may have a bargaining committee in attendance, and their wages will be paid on a straight time basis to a maximum of eight (**8**) hours in any one (1) day, equally by the Employer and the Union. The Union bargaining committee will be limited to a maximum of three (**3**) employees, in addition to the Union Business Agent(s); however, this number may be increased by mutual agreement between the parties.

8. UNIFORMS - COVERALLS - GLOVES - SAFETY SHOES

- (a) The Employer agrees to provide drivers, without cost, a Company uniform consisting of one (1) jacket (zip in lining), three (3) pair of pants, five (5) shirts and four (4) pair of coveralls except Company linehaul drivers shall receive five (5) pair of coveralls. Employees may order summer or winter style shirts or a combination thereof. The uniform shall be a wash and wear material. Drivers' uniforms will be replaced upon request of an employee after the normal wear. The Company will provide gloves, no more frequently than once a month upon the return of a pair of gloves.

The Employer, by paying full cost of Drivers' uniforms, establishes the wearing of same as a condition of employment. The Company agrees to work with the employees on addressing allergy problems with respect to the uniforms and/or coveralls.

- (b) (1) Yard and shop employees will be provided with eight (8) coveralls to ensure a reasonable degree of cleanliness. The said coveralls shall be of an acid-resistant type.
- (2) The Employer shall provide a dryer to enable yard staff to dry their coveralls and other clothing on wet days.
- (3) Kneepads will be available to yardmen.
- (c) Each calendar year all regular full time drivers and yardmen will receive a one hundred and twenty-five dollar (\$125.00) allowance and shop employees a one hundred and thirty-five dollar (\$135.00) allowance for clothing and safety footwear other than coveralls, rain gear and drivers' uniforms which will continue to be supplied.

It is understood that safety footwear for shop employees will be steel toed, and for yard and driver employees the footwear must have soles and heels of a material that will minimize slipping under all conditions of normal use and have good ankle support.

- (d) The Employer agrees to supply drivers, yardmen and mechanics with rainwear.

9. UNION NOTICES

The Employer agrees to provide space that is readily accessible for the Official Union notices of direct interest to the employees, and that there will be no interference by the Employer with said notice board.

The following items must be posted on said notice board:

- (1) A copy of this Agreement;
- (2) A valid seniority list to be revised in accordance with Article 18;
- (3) Copies of the Employer's Welfare Plan, with details as to when employees are eligible for coverage, and whom to see to obtain coverage.

The Employer will provide the Union with copies of policies describing Welfare Plan coverage.

CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, or any Statute of the Province of British Columbia or Canada, Any such agreement will be null and void,

PROTECTION OF RIGHTS

- (a) The Employer shall not require any Union member hereunder to cross a legal picket line or to accept any products or goods from any person, or employees of any person with whom a Union has a legal picket or placard line around or against, or to deliver any product or goods to any person, or employees of any person with whom a Union has a legal picket or placard line around or against.
- (b) All Union dues and Health and Welfare Plan contributions are to be paid to the party entitled thereto not later than fifteen (15) days after such deductions are made, and upon default of compliance with this Section, the Union may require the Employer to post with the Union a Performance Bond, in any amount, not exceeding five thousand dollars (\$5,000.00). Such bond to be obtained through an established Bonding Company.

12. TRANSFER OF TITLE OR INTEREST

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

- (b) It is understood by this Section that the parties hereto shall not use any leasing device or sub-contracting out to a third party to evade this contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by the Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

The Union, however, shall give consideration to any proposal put forward by the Employer in regards to any leasing and shall deal with any case on its merits. However, it reserves the right to not necessarily agree to any proposal submitted by the Employer.

- (c) The Employer shall not require, as a condition of continued employment, that an employee purchase any truck or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

13. DISCHARGE OF EMPLOYEES

- (a) The Employer shall not be liable to give employees any notice prior to discharge for cause, nor shall employees be liable to give the Employer any notice before quitting.
- (b) If an employee is discharged or suspended or improperly laid off and the Union alleges said employee has been wrongfully discharged, suspended or improperly laid off, the matter shall be taken up through the Grievance Procedure.
- (c) By appointment with the Personnel Department, each employee shall have the right to see and review his own personnel file to ascertain whether all derogatory remarks therein are justified. All such requests will be satisfied within one (1) working day, provided no **work** time is lost by an employee in making the request or reviewing his file.
- (d) Employees will be given a copy of all disciplinary or derogatory remarks that will be placed in their personnel files. All written reprimands will be deleted after one (1) year from the date of issuance, provided there is no repetition of similar occurrences within that year.

14. GRIEVANCE PROCEDURE AND ARBITRATIONS

- (a) The parties agree that any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fourteen (14) days following the date of the event giving rise to such grievance shall be forfeited and waived by the aggrieved party. Whenever there arises a dispute concerning the interpretation, application, operation, or violation of this Agreement, the grievance shall be adjusted and settled as follows, without a slowdown or stoppage of work.
- (1) Any grievance or recorded disciplinary action of an employee shall first be taken up between such employee and his Supervisor. The employee will be entitled to be accompanied by a Steward or Union representative. Where no supervisor exists in any given work classification, the matter will be taken up with the terminal manager or shop superintendent.
 - (2) Failing settlement under step (1), the griever and/or shop steward and a Union representative shall discuss the matter with the terminal manager or shop superintendent. If a solution to the dispute is reached, it shall be final and binding.
 - (3) Failing settlement under step (2), the grieving party shall reduce the grievance to writing, and it will be referred to and taken up between the Union representative and an industrial relations officer appointed by the general manager.
- (b) Either party may commence arbitration procedures after seven (7) days from the first discussion between the Union representative and management, if the procedure set forth in (1), (2) and (3) above does not resolve the dispute.
- (1) The party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of the name and address of the person so appointed and particulars of the matter in dispute.
 - (2) The party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other party of its appointment.

- (3) The two (2) nominees so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable Minister of Labour to appoint such third member.
- (4) By mutual agreement, the parties may select a sole arbitrator.
- (c) The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its decision within ten (10) days from the date of the appointment of the Chairman, provided the time may be extended by agreement of the parties.
- (d) The Arbitration Board shall have the power to determine whether a particular issue is arbitrable under this Agreement; however, it shall not be vested with the power to change, modify or alter any of the terms of this Agreement.
- (e) If the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been unjustly suspended or discharged, or improperly laid off, that employee shall be reinstated by the Employer without **loss** of pay and with all his rights, benefits and privileges he would have enjoyed if the suspension or discharge, or lay-off had not taken place. However, if it is shown to the Board that the employee has been in receipt of wages from other jobs during the period between discharge or suspension or lay-off and reinstatement, the amount so received shall be deducted from wages payable by the Employer pursuant to this clause less any expenses which the employee has incurred in order to earn the wages so deducted. Also, the Arbitration Board, if circumstances are established before it, which in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have the authority to order the Employer to pay less than the full amount of wages lost.
- (f) If the award of the Arbitration Board is subsequently set aside by a Court of competent jurisdiction, the question shall, at the request of either party, be submitted to another Arbitration Board appointed pursuant to and with all powers provided by this clause.

- (g) Each party shall pay its own costs and expenses of Arbitration, the remuneration and disbursements of its appointee to the Board, and one-half (1/2) of the compensation and expenses of the Chairman and of the stenographic and other expenses of the Arbitration Board.
- (h) Nothing in this clause shall be construed in any way to limit the general powers of the Arbitration Board.
- (i) Any discharged or suspended employee may, within twenty-four (24) hours of his discharge or suspension, in writing, require the Employer to give him the reasons for his discharge or suspension, and the Employer will give such reasons to him, in writing, within twenty-four (24) hours of such request. The twenty-four (24) hours shall exclude weekends and holidays.

Only the reasons set out in writing may be argued before a Board of Arbitration.

15. PAY DAY AND PAY STATEMENTS, ETC.

- (a) All employees covered by this Agreement shall be paid not less frequently than every second Friday, all wages earned to a day not more than seven (7) days prior to the day of payment.
- (b) The Employer shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee. Such statement shall set forth the total hours worked, the total overtime hours worked, or the mileage rate for each mileage trip made by the Driver and the total for such trip, the rate of wages applicable and all deductions made from the gross amount of wages.
- (c) When there is an error of short payment or any other type of error, this shall be corrected and any monies owing be paid within twenty-four (24) hours providing the amount exceeds one hundred and fifty dollars (\$150.00). Where short payment is caused by failure of an employee to complete trip reports properly and on time, such short payments will be paid only on the following pay period. Errors of less than one (1) day will be corrected on the following pay period.

- (d) Employees pay statements will contain all pertinent information concerning deductions and accumulated pay, including banked overtime information. Employees may make arrangements to review their time cards for the previous three (3) month period. Savings bond deductions will be made bi-weekly. Pension contribution information will be reported to employees on a semi-annual basis.

16. ANNUAL VACATIONS

- (a) No later than March 1st of each year, the Employer shall post a vacation list on the bulletin board, and each employee, in order of seniority in his group, shall apply for his vacation on such list at a time same is desired, and such requests must be completed by April 15th of each year. Employees failing to declare their vacation prior to April 15th shall not displace the vacation schedule of a junior employee who has made his choice by the April 15th deadline.

If business necessitates, the Employer reserves the right to limit, on a seniority basis, the number of employees who shall be away on vacation. The Employer may limit the number of employees away on vacation at any one time to twenty percent (20%) of the employees within a department. The number of employees within a department will be determined by the number of employees on that departments seniority list.

Such vacations shall be taken in one (1) unbroken period unless requested by the employee who shall have the sole right to decide whether their vacations shall be in one (1) period or split. If employees so choose their vacations must be given between May 15th and September 1st of each year, subject to the Employer's right to regulate the number of employees to be absent at any one (1) time.

- (b) **An** employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement.
- (c) Upon completion of one (1) year's service, employees shall receive two (2) consecutive weeks' vacation with pay of four percent (4%) of gross earnings. Vacation pay of four percent (4%) shall be paid to all employees with less than one (1) year's service.
- (d) Any employee completing three (3) years of service shall receive three (3) weeks' vacation with pay of six percent (6%) of gross earnings.

- (e) Any employee completing seven (7) years of service shall receive four (4) weeks' vacation with pay of eight percent (8%) of gross earnings.
- (f) Any employee completing thirteen (13) years of service shall receive five (5) weeks' vacation with pay of ten percent (10%) of gross earnings.
- (g) Any employee completing nineteen (19) years of service shall receive six (6) weeks' vacation with pay of twelve percent (12%) of gross earnings.
- (h) Any employee completing twenty-three (23) years of service shall receive seven (7) weeks of vacation with pay of fourteen percent (14%) of gross earnings.
- (i) Excluding leaves of absence, employees who were off work and whose absences were covered by Weekly Indemnity, Workers' Compensation or layoff shall receive vacations as provided herein with pay computed on the applicable percentage rate under the assumption that the employee had continued to earn his normal hourly rate of pay during the period of absence, provided that in all events, the employee has actually worked a minimum of twelve hundred and fifty (1250) hours from anniversary date to anniversary date. For purposes of this clause, annual vacation and General Holidays shall count as hours worked.

When an employee is absent due to work related injury, all time off work shall be considered as hours actually worked for the first year of absence, for the purposes of the twelve hundred and fifty (1250) hours.

When an employee takes Floater Holidays, annual vacation or voluntary book off time in lieu of layoffs, such time will count as time actually worked. It will be the responsibility of the employee to record on his time card voluntary time booked off.

- (j) In the event than an employee leaves the employ **of** the Employer before he is entitled to two (2) weeks' vacation, he shall receive **four** percent (4%) of the gross earnings he received while in the employ of the Employer.
- (k) In the event of an employee leaving the employ of the Employer after he had his vacation he earned for the previous year, he shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%), or fourteen percent (14%), as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.

- (l) Prior to an employee going on vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving vacation pay, how the vacation pay was calculated, i.e. on a percentage basis, or weekly wages, and shall include all overtime payments, commissions or anything of a monetary value on which the employee has to pay income tax, and also a cheque for the appropriate vacation pay to which the employee is entitled,
- (m) Regular part time employees shall be entitled to vacations based on the calendar years of service they have with the Employer regardless of the hours they work in each or any calendar year during this employment, Their holiday pay shall only be calculated on the percentage basis and entitlement as set out in Sections (c), (d), (e), (f), (g), and (h) herein.
- (n) Separate cheques will be issued for annual vacation pay provided the employee gives one (1) week's advance notice and a minimum of five (5) consecutive working days are taken off as vacation days. Employees shall be entitled to make draws from their accrued vacation pay on not more than two (2) occasions every calendar year. Draws of this type will be allowed in addition to vacation pay that is issued at the time a vacation is to be taken provided one (1) week's advance notification is given.

17. GENERAL HOLIDAYS

- (a) All employees who have worked eighty (80) hours in the eight (8) week period prior to the Holiday, will be entitled to Holiday pay.

The General Holidays will be:

New Year's Day	Canada Day	Thanksgiving Day
Good Friday	Labour Day	Remembrance Day
Victoria Day	B.C. Day	Christmas Day
Boxing Day	*Floating Holidays	

Five (5) Floating Holidays will be provided to employees who have completed one (1) full year's employment.

*The Floating Holidays will be taken by mutual agreement between the employee and the Employer with at least one (1) week's notice by the employee of when he wishes to take it, or by the Employer if he wants it postponed. Arrangements for the holidays must be made between February 15th and December 15th of each year; if any of the Floaters are not taken, the employee will be paid eight (8) hours' pay or as otherwise stipulated in this

Agreement, at the appropriate rates for each floater not taken. Employees who work other than an eight (8) hour shift will receive pay for a General Holiday according to the number of hours they would have normally worked on that General Holiday. When employment is terminated for any reason, it is agreed that the final pay will include unused Floater Holidays on a pro-rated basis. If during the life of this Agreement, the Federal or Provincial Governments proclaim or officially declare any day other than those listed above as a holiday, then employees will receive such day off.

Floater will be subject to the provisions of Article 16 (a), paragraph two, limiting the number of employees that may be absent at any one time.

- (b) An employee will not be paid for the General Holiday if he fails to work his last scheduled shift before the Holiday and/or his first scheduled shift after the Holiday, except when in case of injury or illness he can provide a doctor's certificate upon request of the Company. The Company shall reimburse the cost if applicable.
- (c) Employees who have obtained Management approval to be absent the day before and/or the day after the Holiday will be paid for the Holiday.
- (d)
 - (i) An employee absent from work due to layoff will receive Holiday pay provided he qualifies under Article 17 (a) above.
 - (ii) An employee absent from work due to illness, not in excess of three (3) months, will receive Holiday pay. Employees will not receive General Holiday pay in addition to Workers' Compensation benefits.
 - (iii) An employee on leave of absence other than for reasons set out in (i) and (ii) above will not receive Holiday pay.

Holiday pay will be paid on the basis of a full day's wages for each such General Holiday, based on the rate he was receiving the last day he worked prior to the absence.

- (e) Hourly rated employees who are required to work a shift which commences at any time during a General Holiday, or a shift which carries over into a General Holiday, shall in addition to their regular hourly rate receive double their hourly rate for the first eight (8) hours worked during that shift (i.e. - triple time), and two and

one-half (2 1/2) times his regular rate (i.e - triple time and one-half) for all hours worked in excess of eight (8) hours.

- (f) The day of the General Holiday shall be that as declared by the Provincial or Federal Government, and paid for as outlined herein.
- (g) An employee shall be paid for each General Holiday, even if it falls on his weekly days off (Saturday or Sunday), or on his annual vacation, or on Jury Duty, bereavement leave, or quarantine. The employee shall be given a day off with pay, or an extra day's pay as he chooses, except when the Company designated a common day off for the various work shifts. Should a General Holiday occur when an employee is on annual vacation, the employee will make arrangements prior to his vacation to take an additional day off with pay, immediately preceding or following his vacation.
- (h) Trip rated drivers will be paid ten (10) hours' pay at the regular hourly rate of pay for the General Holiday, provided that fifty percent (50%) or more of his earnings in the previous two (2) week period, or such lesser time as he may have been employed, were earned on a trip rated basis.
- (i) Mileage rated drivers will be paid ten (10) hours' pay at the regular hourly rate of pay for the General Holiday, provided that fifty percent (50%) or more of his earnings in the previous two (2) week period, or such lesser time as he may have been employed, were earned on a mileage rated basis.

Any driver who works on a mileage rated basis on a General Holiday will be paid ten (10) hours' pay at the hourly rate in addition to the regular mileage rate earned.
- (j) Yard staff employees will be paid eight (8) hours' pay for General Holidays at the hourly rate under which they earned the major portion of their wages during the preceding week.
- (k) Part-time employees who have completed forty (40) hours of work during the four (4) week period prior to, and who work twenty (20) hours or more per week, shall be paid for General Holidays on the following basis:

- (1) If it falls on a day they would normally work, eight (8) hours' pay, or pay equivalent to the hours they would normally work, whichever is the lesser amount.
- (2) If it falls on a non-working day, they would receive either the average daily hours (i.e. the hours worked divided by five), or a minimum of four (4) hours, whichever is the greater,

18. SENIORITY

There shall be four (4) separate and distinct seniority groups consisting of Yard, Drivers, Owner Operators and Shop Employees. The rules set out herein will apply to each group. Seniority lists will be provided to the Union every six (6) months, and will also be posted on the bulletin boards. On the Owner Operator seniority list a fleet designation will be shown.

All employees of Owner Operators shall be paid in accordance with this Agreement. Where it is demonstrated to the Employer's satisfaction that this is not the case, no further trips will be given to the Owner Operator until the matter is resolved.

(a) Yard Staff

The yard staff shall receive all available yard, loading, unloading, and cleaning work performed on the Employer's premises, and all bunking and unbunking work, except that which is mechanical in nature. This will include general clean-up work not requiring special tools or equipment such as fence line weeding; touch up painting of lines, posts and yard building; and customer car washing when provided. It will also include off rail checking, recognizing that this will not eliminate a driver's responsibility to perform a pre-loading survey.

Yard employees will indicate their first preference of work according to seniority, and different types of work available at the beginning of each shift. If, at the beginning of a shift, common work is performed by all employees, the choice of work will be allocated on a seniority basis upon completion of the common work, except that higher paid work will be assigned to senior employees.

Supervisors will allocate all new work that develops during the course of a shift to employees with consideration for their preference and seniority, but so that the work is completed in an efficient manner.

No yard employee will work overtime (excepting periods of less than two (2) hours at the end of a shift), until all yard employees have worked forty **(40)** hours.

No driving shall be done by yard staff except unloading of cars from railcars, moving of cars in the yard and delivery or pickup of driveaways. Except when all drivers are working, yardmen will not be used for pickup or delivery or driveaways where such duties would last more than two (2) hours per day.

Yardmen working on driveaways will be paid at the regular driver's rate.

(b) Driver Trainees

When the Company is hiring drivers, hourly rated employees who are the holders of a valid class "1" with air license will be given the first opportunity to qualify in accordance with seniority. They will be subject to the same terms and conditions as any new hire, however will be exempt from any driver training fees. Hourly rated employees hired as drivers will have a seniority date consistent with their hire date as a driver.

Hourly employees who are hired as drivers shall receive driver's rate of pay and will not be subject to any probationary period.

Once an hourly employee is hired as a driver he/she will have forty-five **(45)** working days to declare **his** or her intention to continue as a driver.

The employee reserves the right to revoke his or her classification as a driver at anytime during the forty-five **(45)** working day period providing the Employer can prove that the employee is not suitable.

(c) Team Operation

- Minimum 1050 miles round trip
- Seniority from posting
- Driver has to pick from seniority list for second driver

- Both areas can be hired outside of Company if no one bids but are subject to lay-off
 - Restrictions to one team truck for duration of this contract
 - All bid choices stay the same with team bid added to bottom of list
 - Subsistence will be paid to each driver at the single man rate.
- (d) Each January 15th and July 15th, the Employer will prepare a list of all Drivers in order of seniority. The list will set out four **(4)** columns covering the following areas:
- (1) Local (including Fraser Valley to Hope)
 - (2)** Line Haul
 - (3) Vancouver Island
 - (4)** Bunk jobs and Line Driveaways.

Each driver will then choose, in order of seniority, the type of work he prefers in first, second, third, and fourth choice.

The Dispatchers shall then dispatch each Driver on available trips or work based on the order of his preference and seniority. It is also understood that the senior men in the Local and Island group shall be given the longer trips available in their choice grouping.

It is understood that available drivers in the line haul grouping shall automatically be assigned the longest available trips for each Monday morning on the basis of seniority, unless the Driver has advised the Dispatch Department by noon on the previous Friday of his desire for a shorter trip. Thereafter, dispatching shall be on the basis of first in, first out.

On a seniority basis, Vancouver Island Drivers may, upon giving twenty-four **(24)** hours notice to the Dispatcher, choose a shorter trip.

When they come to any Driver on the seniority list where there is no work in his first choice available, he shall be dispatched on his second choice; if there is nothing on his second choice, he shall be dispatched on his third choice; if there is nothing on his third choice, he shall be dispatched on his fourth choice based on his seniority, if work is available. When a driver is moved from one choice to another, his seniority shall always apply for dispatch to the longest available trip for the following day's dispatch.

Line and Island Drivers returning from a trip after 5:00 P.M. shall not have the prerogative of exercising their seniority rights in their second, third and fourth choices until after 12:00 noon of the following day.

Once every six (6) months, Line Drivers will have the right to select either local work for one (1) week, or one (1) week off without pay, provided that one (1) week's notice of such intent is given to the Terminal Manager. The week off will be granted consistent with maintaining an adequate work force. Those weeks not used cannot be accumulated.

Once every six (6) months, Island Drivers will have the right to select either local work for one (1) week, or one (1) week off without pay, provided that one (1) week's notice of such intent is given to the Terminal Manager. The week off will be granted consistent with maintaining an adequate work force. Those weeks not used cannot be accumulated.

A driver who because of layoff is sixteen (16) hours or more short of forty (40) hours in a week during which Saturday work becomes available will have the first right to dispatch on that Saturday. Drivers shall be on a seniority basis where more Drivers than those who are short of hours are required.

No Driver shall do work described as yard work.

In addition to the above, when Island trips are to be made on Saturdays, the Drivers who would have the right to work such trips shall have the right to choose, on the basis of seniority, which type of trip he wishes to make, provided he shall inform the Dispatcher on the Thursday. Failure to inform the Dispatcher by quitting time Thursday will obligate the Driver to take the trip given him by the Dispatcher. Dispatch for Saturday trips will be posted.

When Employer Drivers covered by this Agreement handle traffic originating or culminating at points outside of B.C., the procedure for dispatch and method of payment will be negotiated as soon as possible with the Union.

- (e) Seniority will be credited from the original date of hiring and seniority shall be lost if an employee:
- (1) Voluntarily leaves the employ of the Employer;
 - (2) Is discharged for proper cause;
 - (3) Is absent without leave without just cause, or

- (4) After layoff, fails to report for work for five (5) working days after being recalled.
- (f) Whenever it is necessary to reduce the number of employees for any reason whatsoever, the employees shall be considered as laid off and will be rehired in order of seniority.
- (g) A reduction in staff may only be affected by the laying off of the least senior employee, providing that with respect to Shop Employees the senior man is capable, in the Company's judgement, of performing the remaining job or jobs.
- (h) Only trucks which are loaded for the Vancouver area will have the first reasonable dispatch in the direction of their home terminal subject to Appendix "B", 10., of this Agreement. Trucks from other terminals will not deadhead into the Vancouver Terminal unless in an emergency or overflow situation. When traffic overload develops, trucks from other terminals will only work in the overload area without disrupting the seniority status of Drivers working in that area. Owners operators will not be dispatched loads for delivery in the lower Mainland area.

Rates set out in this Collective Agreement will be paid when trucks, in an overload situation, are working from the Vancouver area and returning without travelling to their home terminal.

Vancouver Owner Operators will not be dispatched with B.C. linehaul traffic presently run by Company drivers when there are Company drivers laid off. It is understood that Company line haul drivers may be required to run locally during overflow situations, during which time Owner Operators may be utilized to run B.C. linehaul traffic. It is also understood that B.C. linehaul traffic may be used to fill out Owner Operator loads for which he is entitled to.

- (i) Regular full time employees laid off pursuant to this Section shall retain the right to be rehired for two (2) years from the date of the layoff provided that the employee shall leave the Employer an address at which the employee can be served notice of re-hire. The onus shall rest with the employee to maintain a correct address. Any employee failing within five (5) days to respond to a notice of recall shall be deemed to have forfeited both the right to recall and seniority. Employees hired on a casual basis will not be subject to recall pursuant to this Section.

- (j) In the event that any employee leaves a job or a new job is created or new equipment installed, the Employer shall post a notice on the bulletin board for three (3) days, notifying that a vacancy exists in a particular job, giving the details of the job, rate of pay and number of jobs to be filled. Employees desiring such jobs shall then apply in writing within the posting period, except that employees on vacation or layoff may apply upon their return, and will be considered, providing the vacancy has not been filled. In order to avoid missing an opportunity for applying for any given job in the event of a temporary absence, an employee may submit an application in advance, and it will be considered along with other applications received from a job posting. The senior employee applying shall receive such job provided that he has the ability and qualifications required for the job. The Union will be notified if the senior employee is not selected, and the reasons for the rejection will be given in writing. All bargaining unit job openings will be posted. Employees accepted for jobs under this Article will be subject to the probationary period and if found unsatisfactory by the Employer or the employee wishes, he shall be returned to his former classification without loss of seniority.

Employees may post from one seniority list to another and for lower paid jobs if they so choose, subject to ability **and** qualifications.

- (k) (1) When an employee within the bargaining unit covered by this Agreement receives leave of absence 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 one hundred and eighty (180) days within the former unit. Notice shall be given to the Union in writing prior to the employee leaving the bargaining unit. This includes going to work at another branch not covered by this Agreement.
- (2) At the end of this period of one hundred and eighty (180) days, the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he must remain within the unit for a minimum period of one hundred and twenty (120) days prior to exercising the privilege again.

19. NEW EQUIPMENT OR CLASSIFICATIONS, ETC.

- (a) Where new types of equipment or new classifications, for which rates of pay are not established by this Agreement, are put into use after signing of this Agreement, within the Employer's operation, rates governing such operation shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date the equipment or classification is put into use. In the event that such rates are not agreed upon within seven (7) days of commencement of negotiations, either party may invoke the Arbitration procedure as set forth in this Agreement.
- (b) Notwithstanding the other provisions of this Agreement, wherever the Employer substantially alters or otherwise affects a change in the working conditions of any employee, which it is claimed is not provided for therein, such alteration or change shall become a matter for negotiation, or failing settlement, arbitration under the terms provided elsewhere in this Agreement. This clause will in no way limit the Employer's right to adjust the size of the work force in any classification. In the event the Company brings in line trucks without sleepers, the Company will pay for hotel rooms or reimburse the driver for same.

20. DAYS AND HOURS OF WORK AND OVERTIME

- (a) The following hours of work will apply to those Drivers who are on an hourly rate of pay and who drive within the geographical area of Squamish on the North, Hope on the East, South to Bellingham, U.S.A., and the ocean on the West, and to all yard and shop employees. All employees covered by this Agreement shall be paid in accordance with the terms and rates prescribed by this Agreement regardless of where the work is being performed.

They shall work an eight (8) hour day, five (5) day, forty (40) hour week, with a half hour for lunch, if work is available. No employee shall be compelled to take his lunch period before he has been on duty three and one-half (3 1/2) hours or after he has been on duty five (5) hours.

- (b) All overtime shall be calculated and paid in each bi-weekly pay period, except banked overtime as described in Article 42 of this Agreement. Any employee **who** feels he has a grievance on overtime shall have the right to question the payroll department or foreman. If this does not resolve the dispute, the matter may be referred to the Grievance Procedure.
- (c) All hours worked over eight (**8**) hours in any one shift shall be paid for at two times (2X) the regular rates of pay. This applies only to hourly paid employees. All overtime shall be calculated to the closest fifteen (15) minute increment. Hourly paid employees who work Saturday or Sunday will be paid at the double time (**2X**) rate. Double time (2X) will not apply for Sunday work if that Sunday is the first day of a work week. The double time (**2X**) does not apply to watchmen, janitors, clean up men, tiremen, washers, gas up men, Linehaul, and Island Drivers.

All overtime shall be voluntary.

- (d) All employees shall be entitled to a break of fifteen (15) minutes twice (2) a day during their shift. The yard Staff shall have their break at a time scheduled by the Supervisor. The Drivers, owing to the nature of their work, shall take theirs at a time when convenient to them whether loaded or unloaded, allowing for the demands of their job. Any Driver or other employee found abusing this privilege may be disciplined or reprimanded.

When overtime is to be worked, employees will be entitled to a paid fifteen (15) minute coffee break before commencing overtime. After two (**2**) hours overtime, employees will be entitled to an additional paid coffee break plus a five dollar (**\$5.00**) meal allowance.

- (e) In order that there shall be no dispute involving the matters of the number of hours an employee has worked or overtime, the Employer shall install a system of time cards for the accurate recording of each employee's time and pay will be made accordingly.
- (f) Employees shall be notified no later than 10:00 p.m. of the day previous to their being required for duty. In cases of layoff, employees shall be notified no later than 7:00 A.M. and if necessary again at 11:00 A.M. for the afternoon shifts. If an employee is not so notified, he shall be deemed to be required for duty the next working day. In the event that an incident should occur that is totally beyond the control of the Employer and that lessens the anticipated work force on that

particular day (i.e. poor weather conditions, power outages, rail problems or third party strikes, etc.), the Employer reserves the right to contact the employee, prior to his leaving for work, to inform him that his services for that day are not needed as a result of the said conditions. If the Employer cannot reach an employee, and if the said employee does, in fact, reach the Employer's premises, the Employer shall guarantee that employee four (4) hours wages at his applicable rate for travel time.

If called between 7:00 a.m. to 11:00 a.m., the employee has the right to waive the start time or come in for the afternoon shift. These do not include the yard employees.

Employees who are absent through illness or injury for one (1) day or more must advise the Employer no later than 3:00 P.M. on the working day prior to their being available for work or the Employer will not be obligated to work such employees until proper notice is given by said employees. Such notice must be given to the Dispatcher or the employee's immediate supervisor, and a written record will be kept.

- (g) Any employee who commences work at his designated starting time shall always be guaranteed pay for the amount of hours normally worked for that day, i.e. eight (8), ten (10) or twelve (12) hours, except in cases of temporary book off.
- (h) All Drivers going to Vancouver Island shall work on a trip basis as set out herein, and mileage Drivers as set out in the line haul section herein.
- (i) When any employee is called to work on his days off, he shall receive a minimum of eight (8) hours' pay at overtime rates. This will not include a Mechanic who has been called to make a specific emergency repair in which case a minimum of four (4) hours at overtime rates will be paid. If more than four (4) hours are worked, then pay will be based on the actual number of hours worked.

Employees who have not worked forty (40) hours during the current week may work on a sixth day at double time.

Employees who have worked forty (40) hours during their regular work week will be paid double time for hours worked on a sixth or seventh day.

When Mechanics on call out or road service are required to work more than eight (8) hours away from the Home Terminal, they will be reimbursed for meals.

(j) Mechanics

All shifts in the shop commencing outside the hours of 6:00 A.M. and 11:00 A.M. shall receive a shift premium of \$1.25 per hour. Shifts will not be changed any more frequently than every ninety (90) days and only upon one week's notice.

- (k) Hourly rated employees who work an afternoon shift shall be paid one dollar (\$1.00) per hour over their regular rate of pay, if they start work prior to twelve noon, and one dollar and twenty-five cents (\$1.25) per hour if they start work after twelve noon. This shall not apply to watchmen, janitors, truck washers, gas-up men, and others specifically hired to work a regular afternoon shift. An afternoon shift will be defined as any full time shift which commences after 9:30 a.m. Hourly rated employees who work a Sunday day shift will be paid a premium of fifty-five cents (55¢) per hour over their regular rate of pay. This will not apply to watchmen, janitors, clean-up men, tiremen, washers, and gas-up men, and linehaul and Island drivers.

- (1) In addition to the foregoing provisions of this Section, the following minimum weekly guarantees will apply to those employees who are named in the top 60% of their respective seniority lists, excluding brokers.

STARTING DAY	GUARANTEED HOURS OF PAY
Sunday or Monday	40 hours
Tuesday	32 hours
Wednesday	24 hours
Thursday	16 hours
Friday	8 hours

It is understood that these guarantees are expressed as equivalent hours of straight time pay, i.e. a mileage or trip rated Driver may earn the equivalent of forty (40) hours pay in four (4) days in which event the guarantee has been met with no further obligation on the Company under this provision.

Employees working under this provision who are absent from work for any reason whatsoever shall have their guaranteed hours reduced by the number of hours absent.

Employees working under this guarantee agree to perform any and all fill-in work that may be assigned.

For purposes of this guarantee all seniority lists will be adjusted every three (3) months, commencing April 1st, and every three (3) months thereafter. This will not affect an employee's right to be recalled to work under Article 18, sub-section (h) of this Agreement.

Casual and/or temporary employees with less than twenty-two (22) consecutive working days will not be considered in making calculations concerning the top 60% in any respective seniority group and these employees will not be entitled to provisions of the guarantee of this sub-section.

- (m) The last five (5) minutes of each shift for all yard employees shall be wash up time.

21. COMPENSATION COVERAGE

- (a) When an employee is injured at work and goes on Compensation, he shall, when the Compensation Board signifies that the employee may go to work, be returned to the payroll at his previous job and rate of pay for a period of one (1) week to see if he is able to do the job he held at the time of the injury.
- (b) If, after that time, it is proven to the Employer, the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do. If this is impractical, then the employee shall be entitled to one (1) week's notice. This Section is subject to the Grievance Procedure.
- (c) W.C.B. Back to Work Program

The duration of the employees modified work replacement must be established at time employee enters the program.

All modified work placement will be strictly on a temporary basis to a maximum of three (3) months or can be extended by mutual agreement between the Company and the Union.

22. TRUCK MAINTENANCE AND SAFETY

It is to the mutual advantage of both the Employer and the employees that employees should not operate vehicles which are not in safe operating condition and not equipped with the safety appliances required by Law. The maintenance of equipment in a sound operating condition is not only a function but responsibility of Management and in respect thereto the Employer agrees as follows:

- (a) The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by Law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- (b) All trucks, owned or leased by the Employer, must have steps or other similar devices to enable Drivers to get in and out of the body for safety purposes.
- (c) It is agreed between the Employer and the Union, having regard for the safety and driver health factor, that all power units have adequate heaters, windshield wipers and defrosters installed. Safety cat-walks will be installed according to Employer specifications. Four (4) or six (6) fuses will be supplied and the Driver will be held responsible for same. Replacement fuses will be supplied by the Employer on request. The Company agrees to supply cable chains for six (6) trucks required to go into areas with mandatory chain-up requirements.
- (d) No Drivers shall be asked or required to service or maintain trucks or equipment. This shall not cover the Driver's responsibility in checking his truck for oil and gas, or to see that it is in proper place of maintenance and parking. This shall not apply to changing of flat tires when away from the plant, if required.
- (e) It is mutually agreed that a form shall be supplied the Driver on which to report defects in equipment with sufficient copies so that the Driver may retain a copy and so that the Head Office of the Employer will have a copy of this report on file. The Driver's copy will be signed by the Mechanic or Foreman, showing that it has been received. In the case of a split run, the Driver taking over the equipment must sign the work order report and in turn submit it to the Dispatcher who shall then supply the Driver with a receipt of same. Should a Driver **fail** to report defective equipment, he **may** be subject to disciplinary action.

When a driver reports a defect in equipment on the repair report, he must tag or mark the vehicle involved in such a manner so that other employees will notice the defective equipment. It shall be the Employer's responsibility to supply such tags or other marking devices. A copy of the repair report will be left in the truck for the outgoing driver, who will remove the defective equipment tag.

- (f) The Employer shall not compel any Driver to operate a vehicle in excess of the legal load limits. If a Driver is stopped by the Police or at the scales due to overloading or any other reason involving the equipment and that Driver is working on other than an hourly rate, he shall be paid for all such time on the basis of the working time rate of pay.
- (g) All Drivers shall perform a pre trip inspection of equipment as required by law at the start of their shift.

23. SAFETY AND HEALTH

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits will be supplied and a qualified First-Aid Attendant will be on duty at all times. Watchmen must have a First-Aid Certificate.

First-Aid kits supplied for the trucks will be checked at least every three (3) months to ensure that all items are in proper order and in sufficient quantity.

- (b) The employees shall have the right to report unsafe working conditions and equipment and where disputes arise, the matter shall be referred to the Workers' Compensation Board.
- (c) If the Workers' Compensation Board makes it mandatory for employees to wear any safety equipment or apparel, then the sharing of the cost of such articles will be subject to negotiation.
- (d) Any employee suffering any injury or employment induced illness while in the employ of the Employer must report same to the First-Aid Attendant immediately, or as soon thereafter as practicable, and a complete record of all such cases must be kept by the First-Aid Attendant.

- (e) Any employee who considers that any practice being carried out within the premises is unsafe or detrimental to the safety of any person working therein shall have the right to speak to his superior about the matter. If the situation is not corrected in a reasonable period of time, the matter may be considered cause for a grievance to be handled through the Grievance Procedure.
- (f) In the event of an employee becoming ill during his shift, the employee shall report directly to the supervisor stating his illness, and if the employee wishes to go home or to a doctor due to such illness, permission to do so will be granted by the supervisor and shall be so entered into a record book. When required, the necessary information will be sent immediately to Workers' Compensation or the local office of the Insurance Carrier of the Health and Welfare Program. No person shall refuse the right to any employee to go home or to a doctor due to any illness or injury.
- (g) Welders will be supplied, at no cost, a respiratory mask equivalent to the Levitt Model 2200-10.

24. KEEP PROPER RECORDS

Each employee shall, subject to the control of the Employer, keep proper records and make due and correct entries therein, of all transactions and dealings of and in reference to the business of the Employer insofar as the same comes under his jurisdiction and shall serve the Employer diligently and according to the best of his ability in all respects, and account for all monies collected on behalf on the Employer.

25. PERFORMANCE OF DUTY

Each employee, while on duty, shall devote the whole of his time, attention and energies to the performance of his duties, and shall not during the term of his employment at any time, alone, in partnership, or in association, be connected with or concerned in any other business competitive with the Employer's business unless written authorization is first obtained from the Employer.

26. SEPARATION OF EMPLOYMENT

Discharged employees will receive their final pay on the day of termination. When an employee voluntarily quits, he will receive his final pay within six (6) days of the day of termination.

27. INSPECTION PRIVILEGES

Authorized Agents of the Union shall have access to the Employer's establishment during working hours for the purposes of adjusting disputes, investigating working conditions and ascertaining that the agreement is being adhered to. The Union agrees that there will be no disruption of work or the Employer's business by exercising the rights of this Clause. The processing of legitimate grievances will not be considered a disruption of work.

28. SANITARY FACILITIES AND FIRST-AID

The Employer agrees to maintain a clean, sanitary washroom, having running water and with toilet facilities to include soap and towels. Further, that he shall provide first-aid facilities and first-aid attendants in accordance with the Workers' Compensation Act. The safety meetings will be held in accordance with the Workers' Compensation Act, and scheduled for the third (3rd) week of the month.

Any employee holding a first-aid certificate recognized under the Workers' Compensation Board regulations, who is designated by the Company to carry out the duties of a first-aid attendant Level 1, shall receive in addition to his regular rate of pay, a premium of thirty cents (30¢) per hour. The Employer will reimburse any designated first-aid attendant for the cost of maintaining or upgrading the first-aid certificate.

29. UNION LABEL AND VENDING MACHINES

- (a) It shall not be a violation of this Agreement for an employee to post the Teamsters' Union Label in a conspicuous place on the vehicle or equipment he is operating, providing that he receives Management's permission as to the size and location of the said Union Label.
- (b) The Employer agrees that in the event the Employer installs vending machines of any type in its establishment, for the accommodation of the employees or customers, that the machine or machines shall bear the "Teamsters Union" Service Label, and the products contained therein shall be delivered by members of the Teamsters Union.

30. SAVINGS CLAUSE

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a 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, 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.
- (b) 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 the Union, 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 the Grievance Procedure.

31. BONDING

If, at any time, the Employer requires any employees hereunder to be bonded, it is agreed that the Employer shall then request the employee to fill in an application to a recognized bonding firm selected by the Employer. It is further agreed that the costs of such bonding shall be paid by the Employer.

The Employer however agrees that the bonding form must be cleared through the Union and receive its approval before asking employees to sign approval and that disputes hereunder shall be subject to the Grievance Procedure.

32. WAGE RATES

- (a) Hourly rated employees, see Article 20 - Hours of Work.

CLASSIFICATIONS	RATES PER HOUR			
	EFFECTIVE JAN. 1/00	EFFECTIVE JAN. 1/01	EFFECTIVE JAN. 1/02	EFFECTIVE JUNE 25/02
Yard Lead	\$22.44	\$22.89	\$23.23	\$23.46
Checkers	21.93	22.37	22.71	22.94
*Yardmen	21.42	21.85	22.18	22.40
Drivers	22.63	23.08	23.43	23.66

CLASSIFICATIONS	RATES PER HOUR			
	EFFECTIVE JAN. 1/00	EFFECTIVE JAN. 1/01	EFFECTIVE JAN. 1/02	EFFECTIVE JUNE 25/02
*Watch - Full Time	\$18.70	\$19.07	\$19.36	\$19.55
*Watch - Part Time	18.55	18.92	19.20	19.39
Casual Driveaway				
- with air ticket	20.97	21.39	21.71	21.93
- without air ticket	19.55	19.94	20.24	20.44
Shop				
Work Foreman	26.40	26.93	27.33	27.60
Leadhand	24.74	25.23	25.61	25.87
Mechanics	24.12	24.60	24.97	25.22
Mechanic's Helpers	22.66	23.11	23.56	23.80
Welders	24.12	24.60	24.97	25.22
Welder's Helpers	22.66	23.11	23.56	23.80
Janitors & Cleanup Men	21.04	21.46	21.78	22.00

*Effective May 27, 2000 Yardmen and security guards will receive a one time payment of \$1,000.00, in lieu of a wage increase.

New employee Trainees will receive two dollars (\$2.00) per hour less than the rate for the probationary period as established in this Agreement.

Greasers, tiremen, washers, gas-up men, and all other regular shop employees not specifically designated as mechanics, welders or janitors, and cleanup men will be paid at the helpers' rate of pay.

Helpers will be advanced to the Mechanics and Welders Class only in the event of an opening and only if the employee has taken a sufficient amount of outside technical schooling and has demonstrated a sufficient degree of skill to qualify as a fully competent Mechanic or Welder.

There shall be no requirement upon the Company to have any employee designated as Working Foreman or Leadhand.

Day shifts shall be selected on the basis of seniority and afternoon shifts will be assigned on a rotation basis in reverse seniority providing always that the Company shall have the right to assign appropriately qualified employees to any shift.

(b) Trip rates to Vancouver Island.

	EFFECTIVE JAN. 1/00	EFFECTIVE JAN. 1/01	EFFECTIVE JAN. 1/02	EFFECTIVE JUNE 25/02
(1) Victoria	\$271.48	\$276.91	\$281.06	\$283.87
Duncan	311.07	317.29	322.05	325.27
Port Alberni	328.05	334.61	339.63	343.03
Courtenay	328.05	334.61	339.63	343.03
Campbell River	361.98	369.22	374.76	378.51
Nanaimo	271.48	276.91	281.06	283.87
Nanaimo & Duncan	311.07	317.29	322.05	325.27
Victoria & Duncan	311.07	317.29	322.05	325.27
Port Alberni & Courtenay	384.59	392.28	398.16	402.14
Courtenay & Campbell River	384.59	392.28	398.16	402.14
Port Alberni & Courtenay & Campbell River	432.36	441.01	447.63	452.11
Port Alberni & Campbell River	431.10	439.72	446.32	450.78
Comox	330.57	337.18	342.24	345.66
Esquimalt	272.76	278.22	282.39	285.21
Victoria & Nanaimo	311.07	317.29	320.46	323.66
Victoria & Esquimalt	291.59	297.42	301.88	304.90
Victoria & Colwood	291.59	297.42	301.88	304.90
Courtenay & Comox	373.29	380.76	386.47	390.33
Powell River	395.90	403.82	409.88	413.98
Sechelt	248.86	253.84	257.65	260.23
Port Hardy	633.16	645.82	655.51	662.07
Campbell River & Port Hardy	55.613	668.72	678.75	685.54
Parksville	311.07	317.29	325.05	328.30
(2) Single unit driveaway and bunked units:				
Victoria or Nanaimo	192.85	196.71	199.66	201.66
Duncan	202.27	206.32	210.51	212.62
Port Alberni	210.06	214.26	217.47	219.64
Courtenay	226.36	230.89	234.35	236.69
Campbell River	253.37	258.44	262.32	264.94
Comox	233.70	238.37	241.95	244.37
(3) If backhaul of used units or wrecks are loaded at other than Company terminals, the following rates will be paid:				
(i) For units or wrecks loaded at each point, the following rate will be paid \$21.45 per unit.				

Effective January 1, 2001 this will be increased to **\$21.88**. Effective January 1, 2002 this will be increased to **\$22.21**. Effective June 25, 2002 this will be increased to **\$22.43**.

- (4) For pickups of units at more places than the initial place, the rate shall be an additional **\$8.66** for each additional split pickup. Effective January 1, 2001 this will be increased to **\$8.83**. Effective January 2, 2002 this will be increased to **\$8.96**. Effective June 25, 2002 this will be increased to \$9.05.
- (5) When drivers deliver bunk jobs or driveaways to Vancouver Island, the Company will arrange or pay for return transportation costs.
- (6) The parties also agree that for the purpose of determining a Driver's eligibility for General Holidays or Overtime, each trip to Vancouver Island will be considered as a ten (10) hour day at straight time.

(c) **Line Conditions**

(1) **Callout Notice**

- (i) Employees shall be given at least three (3) hours' notice when ordered to report for duty.
- (ii) All Drivers called and reporting for duty shall be guaranteed a minimum of eight (8) hours' pay, if no work is provided, unless he has been notified at least three (3) hours ahead of the time originally advised to report.
- (iii) When an employee commences work, he shall be guaranteed eight (8) hours' pay.
- (iv) Employees will be paid at their straight time hourly rate when flying from terminal to terminal to a maximum of ten (10) hours in any twenty-four (24) hour period.

(2) **Work Time, Rates and Subsistence**

- (i) Work time shall include (but not be limited to) waiting for the repairing of equipment. The Drivers shall be paid for such work at the applicable work time rate.

(ii) When Drivers are required to stay **with** equipment, it shall be considered work time and shall be paid for as such.

(iii) **Wage Rates**

**EFFECTIVE EFFECTIVE EFFECTIVE EFFECTIVE
JAN. 1/00 JAN. 1/01 JAN. 1/02 JUNE 25/02**

Work time, waiting and layover time	\$22.63	\$23.08	\$23.43	\$23.66
-------------------------------------------	---------	---------	---------	---------

(iv) **Mileage Rates**

Single Mileage Rate (cents per mile)	59.905:	61.105:	62.025:	62.645:
Sleeper Mileage Rate (cents per mile)	62.83¢	64.09¢	65.05¢	65.70¢

Any dispute over the mileage driven by any Driver shall be settled by using the applicable Provincial Highways Map.

Proper bedding and fresh linen as often as reasonably required will be furnished by the Company on sleeper cab units.

(v) **Subsistence**

For the purpose of subsistence, the Single Driver shall be paid **thirty-eight** dollars and **sixty-four cents (\$38.64)** for the first **twenty-four (24)** hour period and one dollar and **fifty-eight and eighty-eight cents (\$37.88)** for the first **twenty-four (24)** hour period and one dollar and **sixty-one cents (\$1.61)** for each hour thereafter, to a maximum of **\$38.64** for each succeeding **twenty-four (24)** hour period. **It** is agreed that the hourly rate will apply from the first (1st) hour for any trip.

Single Driver Subsistence	\$38.64
Per hour after 24 hour period	\$ 1.61

Effective January 1, 2001 this shall be increased to \$39.41 and \$1.64. Effective January 1, 2002 this shall be increased to \$40.00 and \$1.66. Effective June 25, 2002 this will be increase to \$40.04 and \$1.68.

Sleeper Cab

Each driver shall be paid \$10.93 for the first twenty-four (24) hour period and \$0.50 for each hour thereafter to a maximum of \$10.93 each succeeding twenty-four (24) hour period.

Effective January 1, 2001 this shall be increased to \$11.15. Effective January 1, 2002 this shall be increased top \$11.32. Effective June 25, 2002 this shall be increased to \$11.25.

(vi) Installing Snow Chains

A flat rate of eight dollars (\$8.00) will be paid for installing and removing snow chains. It is understood that both the installing and removing of snow chains will be considered as a single act,

Effective January 1, 2001 this will be increased to eight dollars and sixteen cents (\$8.16). Effective January 1, 2002 this will be increased to eight dollars and twenty-eight cents (\$8.28). Effective June 25, 2002 this will be increased to eight dollars and thirty-six cents (\$8.36).

- (vii) Line drivers will be paid fifteen (15) minutes maximum per recognized key lock stop.

(3) Transportation

- (i) Every employee covered under this Agreement when required to travel by any other mode of transportation than Company Equipment, shall be paid in the following manner:

For the first ten (10) hours in any twenty-four (24) hour period his hourly work time rate as provided in this Section plus the subsistence allowance and the cost of such transportation with his own personal funds.

- (ii) Each employee covered by this Agreement and who is required by the Company to ride on Company Equipment in dead-head manner will be paid the regular work time rate for all hours spent in riding such equipment.
- (iii) This Section shall not refer to driveaways or bunk jobs.

(4) Wait Time

- (i) Terminal delays, waiting for equipment to be repaired and waiting for roads to be cleared and other unavoidable delays occurring in any area and all other time payment work, the driver must report same on his trip report, and/or a form provided and approved by the Company's representative in charge. The Company may at its discretion require a driver to sign and declare a statutory declaration.

Wait time is clarified as follows:

Wait time is not accumulative.> For the purpose of determining wait time pay, each stop shall be considered a separate waiting period. In no event shall wait time pay exceed eight (8) hours for each stop in any twenty-four (24) hour period.

- (ii) All time lost due to delays as a result of over-loads or certificate violations involving federal, state, provincial, or city regulations shall be paid for at the regular applicable hourly rate in this Article. It shall be the duty of the employee to ascertain that he has all **the** necessary and required licences, 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.

(5) Layover

- (i) In the event that drivers are required to lay over during any one round trip away from their home terminal, they shall be compensated for layover time as follows: it being understood that layover time shall not be accumulative, but shall mean only one layover per trip.

For the first sixteen (16) hours of each layover - no pay; for the next eight (8) hours, rates as stipulated in this Article; for the next sixteen (16) hours - no pay; for the next eight (8) hours, rates as stipulated in this Article and continuing on the same basis for each twenty-four (24) hour period of continuing layover.

It is understood, however, if any driver during the first twenty-four hour period of his trip is required to remain at a Company terminal for purposes other than delivering or picking up immediately available cargo, he shall be guaranteed ten (10) hours work. If he has not completed ten (10) hours work, he will be paid for the difference between the hours he has worked and ten (10) hours at the regular hourly work time rate.

- (ii) The layover point is to be designated on a man's original orders prior to his dispatch from point of origin of trip, save and except in the case of accident or breakdown.

(6) Bobtail

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

(7) Loading Time

Where a driver is required to pick **up** vehicles at more than one location, the same procedure shall apply as set out in this Agreement for trips to Vancouver Island.

(d) Bunk Job and Driveaway Rates and Conditions

The Company reserves the right to re-negotiate terms and conditions if operations under this Section are resumed.

(e) General

(1) Jury Duty

All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings arising out of his employment, or in completing driver's tests or doctor's examinations in connection therewith, or being subpoenaed as a

witness at a trial shall be paid for at the rate of pay applicable to said employee. Any employee on Jury Duty shall, subject to this provision, make himself available for work before or after being required for such duty, wherever practicable. All Jury Duty pay or witness fees received by the employee from the Courts shall be reimbursed to the Company.

(2) Bereavement

When death occurs to a member of a regular full-time employee's immediate family, the employee will, upon request, be granted an appropriate leave of absence, and will be compensated at his regular straight time hourly rate for time lost from his regular work schedule, to a maximum of three (3) days from the time of death through the day following the date on which the funeral is held.

When an employee arranges in advance to take vacation or leave of absence for the purpose of visiting an ailing or dying immediate family member and that family member dies during the employee's absence from work, the employee will be entitled to three (3) days bereavement pay.

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

One (1) day off with pay will be granted for the purpose of attending the funeral of the employee's sisters and brothers-in-law. It is understood that, to qualify for this provision, the funeral must fall on one of the employee's regular work **days**, and the employee must attend the funeral.

(3) Injury Pay

When an employee meets with an injury or illness at work, he shall be paid a full day's wages for the day of the injury or illness, provided it is necessary that he be absent from work for the balance of the day or longer, on the instructions of a qualified first-aid attendant or physician, and provided he does not receive payment from the Compensation Board for the balance of that day.

33. MEDICAL EXAMINATIONS

- (a) Any medical examination requested by the Employer shall be promptly complied with by all employees, provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select their own medical examiner or physician and the Union may, if in their opinion they think an injustice has been done an employee, have said employee re-examined at the Union's expense.

When a medical examination is required by the Employer, the following conditions shall apply:

- (1) If a medical is required to be taken during working hours, such time will be paid for at regular rates of pay. Where they are required outside of normal working hours or on a Saturday, the employee shall receive at least ten (10) days advance notice and two (2) hours' pay at straight time rates.
 - (2) In all cases, employees shall be supplied a copy of the medical report.
- (b) If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
- (1) The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with the said findings, the employee, at his own expense, shall have the right to be examined by his personal physician.
 - (2) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
 - (3) The findings of the consultant shall be final and binding on all parties.
 - (4) The remuneration of the consultant shall be borne equally by the Employer and the Union.

- (5) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.

34. PASSENGERS

No Driver shall be permitted to allow anyone other than employees of the Employer who are on duty to ride in his truck, except where there is a bona fide emergency or with prior authorization of the Employer. In the event of a bona fide emergency, the Driver must submit a written report immediately upon his return to his home terminal. Any proven violation of this regulation will subject the employee to immediate dismissal.

35. WELFARE PLAN

- (a) (1) The Employer shall provide every employee covered by this Agreement, who wishes to be covered and who has completed sixty (60) calendar days of employment with the Employer, with the Welfare Plan.
- (2) Notwithstanding the provision of sub-section (1) of this Section (a), any member of the Union who is hired by the Employer after the effective date of the Health and Welfare Plan shall join the Plan the day he is so hired, provided that within the previous thirty (30) day period he was a participant in a comparable Health and Welfare Plan of any other Company having a contract with any Teamsters Local in the Province of British Columbia.
- (b) Non-occupational Weekly Indemnity coverage maintained at a level \$25.00 greater than the E.I. maximum benefit commencing on the first (1st) day of necessary absence from work due to accident and on the fourth (4th) day of necessary absence from work during any period of disability continuing for a maximum of fifty-two (52) weeks during any period of disability. Periods of disability from the same cause shall be considered as separate periods of disability provided they are separated by a return to active employment with the Company for at least one (1) full week. Weekly Indemnity payments under this sub-section will not exceed **seventy-five percent (75%) of any employee's normal earnings**. If the plan requires a form to be completed by

the employee's doctor, the Company shall reimburse the cost to the employee.

The Company recognizes that in certain cases there is unreasonable delay in receiving monies as a result of Claims for Weekly Indemnity. In such cases, the Company will assist employees, where possible in expediting receipt of such monies. Where an employee experiences financial hardship the Company may make advances equal to the Weekly Indemnity benefit for up to three (3) months. Where such advances are made the employee will pay in full all monies owed the Employer immediately upon receipt of his/her claim settlement. Should the employee's claim be denied advances will be repaid to the Employer from employee's earnings in weekly installments upon his return to work and shall be spread out over no more than twelve (12) months.

After expiration of the fifty-two (52) weeks, if the employee remains under disability he shall be paid the sum of \$1,200.00 per month by way of a long term disability benefit during the period of his disability to age 65.

- (c) The Company will provide Group Medical Insurance.
- (d) The Company will provide an Extended Health Plan, which includes, a drug plan with card, vision care of two hundred and fifty dollars (\$250.00) every twenty-four (24) months, orthopedic shoes, audiologists, osteopaths, and speech therapists.
- (e) Group Insurance with a Life Insurance Company licensed to operate in British Columbia will be provided for members who join, with the following minimum coverage:
 - (1) Life Insurance coverage in the sum of \$30,000.00 covering death from any cause.
 - (2) Survivor's Benefit (\$200.00 per month for a maximum of ten (10) years).
 - (3) Accidental death and dismemberment coverage for loss within ninety (90) days of the accident of life, limb or sight, according to the following schedule:

Loss of Life	\$30,000.00
Loss of both hands or both feet or sight of both eyes	\$30,000.00
Loss of one hand and one foot	\$30,000.00

Loss of one hand and sight of one eye	\$30,000.00
Loss of one foot and sight of one eye	\$30,000.00
Loss on one hand or one foot or sight of one eye	\$15,000.00

- (f) The Employer shall provide a Dental Plan covering the employee, his spouse and dependent children, to age twenty-one (21). The coverage to be as follows:

Plan A - 100% Coverage
 Plan B - 50% Coverage
 Plan C - 50% Coverage (Orthodontic) 5 year maximum,
\$2,000.00 per patient

- (g) The cost of the entire Welfare Plan shall be borne by the Employer except for employees on leave of absence as described in Article 6, sub-section (b).

It is agreed that the Health and Welfare benefit coverage will not be reduced during the term of this Agreement with the possible exception of B.C. Medical coverage over which the Company has no control.

- (h) (1) Welfare Plan coverage will continue through the last day of the month in which employment is terminated.

(2) The Company will continue to maintain the Medical Services Plan of B.C., extended health care and group term life benefit for two (2) months following the month in which the employee is laid off.

- (i) Part time employees who work twenty (20) hours per week or less shall not be covered by the Welfare Plan. Regular part time employees who work more than twenty (20) hours per week shall be covered by the Welfare Plan. However, their weekly indemnity shall be limited to sixty-six percent (66%) of their earnings and their Life Insurance, Accidental Death and Dismemberment, and Long Term Disability will be limited to fifty percent (50%) of the coverage provided for full time employees and they will contribute twenty-five percent (25%) of the cost for Dental coverage.

- (j) Effective January 1st, 1979, 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. The accumulation of said sick leave shall be based on the following provisions:

- (i) The employee shall begin accumulation of sick leave at the start of the first calendar month 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 the preceding calendar month 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.

For any of the first three (3) successive days of sickness, paid sick leave shall be applied as follows:

- (i) One (1) day's pay for the first day of sickness provided that day is a regular work day.
- (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. If additional sick days are accumulated, they may be used in lieu of applying for weekly indemnity as set out in Article 35 (b).
- (iii) A day's pay for employees 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 provide.
- (v) With the first (1st) pay day in each December, the Company will pay out all unused sick leave on a separate cheque. When employment is terminated for any reason, it is agreed that the final pay will include the balance of accrued sick leave pay.

36. PENSION PLAN

- (1) The Employer agrees to make payments to the Teamsters Canadian Pension Trust Fund and Plan for each employee working in job classifications covered by the collective bargaining agreement at the rate of 5% of gross earnings effective January 1, 2000, 5.5% of gross earnings effective January 1, 2001 and 6% of gross earnings effective January 1, 2002.

- (2) The Employer agrees to be bound by all of the terms, conditions and provisions of Agreement and Declaration of Trust under which the Teamsters Canadian Pension Trust Fund and Plan is established and to carry out all of the duties and responsibilities of an Employer under such Agreement and Declaration of Trust, including as appropriate, naming or participating in the naming of Employer Trustees and Employer representatives on a Retirement Committee as provided for under the Teamsters Canadian Pension Trust Fund and Plan.
- (3) It is understood that contributions shall be payable from the first (1st) day of employment, whether employees are permanent, temporary or seasonal or full-time or part-time employees, and regardless of whether or not they are members of the Union. It is further understood that gross earnings shall mean all amounts paid to an employee which are reported as earnings to the employee on a T-4 slip (or equivalent form should the designation of this form be changed), but shall not include amounts included as earnings on the T-4 slip which are taxable benefits.
- (4) Contributions along with a list of employees, for whom they have been made, shall be forwarded by the Employer to the Trust Company or other financial institution acting as custodian of the assets of the Teamsters Canadian Pension Trust Fund and Plan and shall do so not later than twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period.
- (5) Each Employer shall permit upon the request of the Union or the Trustees, an auditor employed by either the Union or the Trustees to carry out an audit of the Employer's accounting and other records, to ensure that the Employer is paying the Trustees all contributions due under the terms of the collective agreement.
- (6) The Employer shall also complete such forms and provide such information as the Trustees and Administrator of the Teamsters Canadian Pension Plan require from time to time in the administration and operation of the Plan.
- (7) It is understood that:
 - (i) Under the Teamsters Canadian Pension Trust Fund and Plan the Employer is not liable to guarantee the benefits payable thereunder or assure the solvency of the Fund beyond the payment of contributions due pursuant to the collective agreement.

- (ii) The Teamsters Canadian Pension Trust Fund and Plan is or will be registered under the provisions of the Income Tax Act of Canada and any other applicable Federal or Provincial law respecting employee pension plans.

37. ARTICLE HEADINGS

The Article Headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

38. PROBATIONARY PERIOD

All newly hired employees shall be considered as probationary employees for the first forty-five (45) days worked. There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off for lack of work or discharged during the probationary period.

39. WATCHMEN'S CONDITIONS

The Union agrees that there will be no interference by the Union in the job content, duties and responsibilities of the Watchmen. The Union recognizes that Watchmen are an effective arm of Management and as such, the Watchmen's first responsibility is to Management. No disciplinary action will be taken by the Union against any Watchman for carrying out his responsibilities to Management.

The Union further agrees that in the event of a strike against the Company, Watchmen will be allowed to continue working.

40. TOOL REPLACEMENT

- (a) On the first pay period of each January, mechanics will be paid a one hundred and twenty-five dollar (\$125.00) tool allowance.

In addition to the above, up to twenty-five dollars (\$25.00) will be paid when receipts are presented.

- (b) Welder's helmets will be repaired to correct broken or damaged headbands or lenses when needed, and welders' tools will continue to be replaced.
- (c) On the first (1st) pay period of each January, welders will be paid sixty dollars (\$60.00) as an allowance towards replacing equipment.

41. RETIREMENT AGE

Retirement will take place not later than the first day of the month coinciding with or next following an employee's sixty-fifth (65th) birthday.

42. BANKING OF OVERTIME

1. All regular hourly paid employees may make arrangements with the Company to bank accumulated overtime to a maximum of one hundred and twenty (120) hours. Line Drivers may bank time for which they are paid on an hourly rated basis. The employee may then request his overtime in time off. Upon request by the employee, such time off will be granted at the Company's discretion. The minimum unit of banked overtime to be utilized will be eight (**8**) regular hours.
2. **Any** employee who wishes to bank overtime will make a request in writing once each year, and this decision will be binding until the first pay period of December, or a request in writing to terminate banking of overtime is received. Once banking is terminated, it cannot be reinitiated in the same year.
3. Overtime which is banked shall be credited in terms of hours, and when taken as time off, shall be paid out on the regular bi-weekly pay cheque at the same hourly rate as banked. When an employee leaves the Company, all banked hours shall be paid out in total.
4. The Company will keep a record of all banked overtime. Employees wishing to confirm the amount of accumulated overtime they have banked may do so through their supervisor.
5. Example of banked hours:

1 hour at double time • 2 hours banked
6. Providing the employee gives the Company one (1) week's notice, banked overtime may be drawn and will be paid on a separate cheque. Banked overtime may be drawn on not more than two (2) occasions during the year. The Company will pay out all unused banked hours in the first (1st) pay period of each December, and these hours will be paid out at the same hourly rate as banked.
7. Banked overtime will be counted towards sick leave entitlement only when the time earned is actually taken off.

43. C.O.L.A.

The amount of the cost of living allowance shall be determined as set out herein on the basis of the Consumer Price Index for Canada as established and released by Statistics Canada (hereafter called the "Index") and on the basis of the Index for 1971 being one hundred (100). Continuance of the Cost of Living allowance shall be contingent on the availability of the index calculated on the same basis and in the same form as that published at the commencement of this Agreement. No adjustments, retroactive or otherwise, shall be made in any published Index. In the event Statistics Canada shall not issue the appropriate Index on or before the beginning of one of the pay periods referred to herein, any adjustment in the allowance required by such Index shall be effective at the beginning of the first pay period after receipt of such Index.

- (a) The Cost of Living Allowance adjustment shall be determined effective February 1st, 1997, based on the difference between the base Index figure for December 1995 and the Index figure for December 1996 providing the increase is in excess of six percent (6%) per annum. The same provisions shall apply for the second year of the Agreement.
- (b) The adjustment for the cost of living allowance shall be for every point three (0.3) increase in the Index in excess of six per centum (6%) of the base Index as follows:
 - (i) for employees paid on an hourly basis one cent (\$0.01) per hour;
 - (ii) for employees paid on a mileage basis point two five mil (i.e. \$0.025) per mile.

The amount of any cost of living allowance in effect at any time shall not be incorporated in the basic hourly or mileage rates, but shall be paid for all hours actually worked for which the hourly rate is paid and for all miles actually recorded for which mileage payment is made pursuant to the terms of this Agreement.

44. SEVERANCE PAY

- (a) Employees with one (1) year or more of service whose employment is terminated as a result of technological change or of closure of the whole or any part of the operation or loss of business shall receive termination pay of three (3) days' pay for each year of service with the Company, at the rate of pay the employee was receiving on the date of termination, to a maximum of thirteen (13) weeks.

- (b) For the purposes of paragraph (a) above, the term permanent closure of the whole operation of the Employer shall mean the complete cessation of active employment of all employees in the bargaining unit for a period of six (6) consecutive months.
- (c) Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of twenty-four (24) months. If the employee elects to take the money as a buy out, he will lose all rights as covered by this Agreement.

45. MILEAGES

Rand McNally "milemaker" will be the reference for determining mileages. Mileages not found in milemaker will be derived from a mileage guide recognized by the B.C. Government.

IN WITNESS WHEREOF the party of the First Part has hereunto affixed its signature(s) by its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED AT Vancouver, British Columbia, this day of ,
2000.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

LETTER OF UNDERSTANDING

BETWEEN: ALLIED SYSTEMS (CANADA) COMPANY,
1005 Derwent Way
Annacis Island
New Westminster, B.C.

AND: TEAMSTERS LOCAL UNION No. 213,
490 East Broadway
Vancouver, B.C.

The Company agrees to add one truck to the B.C. linehaul bid, increasing the number of trucks on this bid to ten (10). The number of trucks on this bid will be subject to further review, should business volumes warrant, additional trucks may be added. Maintaining the number of trucks on this bid as well as consideration for additional trucks will be contingent on the efficient utilization of this equipment. Although Brokers may continue to be used in overflow situations Company employees shall continue to have priority on B.C. line haul freight. Minor repairs to line haul trucks will not be cause for parking equipment when there is line haul freight available. Should there be any question as to what constitutes a minor repair the Company will meet with the driver steward with the intent o resolve this matter.

DATED AT Vancouver, British Columbia, this day of ,
2000.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING

BETWEEN: ALLIED SYSTEMS (CANADA) COMPANY,
1005 Derwent Way
Annacis Island
New Westminster, B.C.

AND: TEAMSTERS LOCAL UNION No. 213,
490 East Broadway
Vancouver, B.C.

It is agreed by both parties that the following will apply to an apprentice hired.

The wage rate for an apprentice for each period of training and instruction shall be as follows:

1st year Skilled Rate	0 - 6 months -50%	6 - 12 months -55%
2nd year Skilled Rate	12 - 18 months -60%	18 - 24 months -65%
3rd year Skilled Rate	24 - 30 months -70%	30 - 36 months -75%
4th year Skilled Rate	36 - 42 months -80%	42 - 48 months -90%

The period of training as defined in the Apprenticeship and Tradesmen's Qualification Act and modifications of those periods with respect to advanced schooling and/or certificates of qualification contained therein shall be applied to this Apprenticeship Program.

An apprentice must continue in a progressive manner to complete his apprentice program. If he or she fails to meet the schooling or on job requirements until its completion, the Company can dismiss the employee at which time he or she will lose all rights as covered by this Agreement.

Any apprentice shall be paid the difference between his normal pay and that of unemployment government wages while going to school providing the apprentice completes and passes his/her schooling.

All apprentices will receive the Health and Welfare Benefits while on the Program.

LETTER OF UNDERSTANDING - CONTINUED

Apprentices will be laid off first when there is a lay off.

DATED AT Vancouver, British Columbia, this day of , /
2000.

SIGNED ON BEHALF OF THE COMPANY SIGNED ON BEHALF OF THE UNION

APPENDIX "A"

OWNER OPERATORS

1. OWNER OPERATORS REVENUES

Owner/Operators revenues will be a function of actual revenue received from the customer.

All fronthaul traffic	80%
All used traffic	80%
All new backhaul traffic	60%

Except - new backhaul traffic from
Calgary to B.C.
destinations and including
delivery to Banff, Canmore,
Cochrane, Pincher Creek,
Fort McLeod and Blairmore,
Alberta. 65%

- new backhaul traffic destined to
Prince Rupert, Kitimat, Terrace,
Smithers, Vanderhoof and
Burns Lake and Houston 75%

There will be a two percent (2%) reduction to all rates with the exception of Freemount and related traffic and Island traffic which would remain as in the past with no rate reductions.

The following will serve to clarify the application of the two percent (2%) reduction:

- (1) All headhaul loads ex Vancouver destined to out of province to be paid at seventy-eight percent (78%).
- (2) All headhaul loads ex Vancouver destined within British Columbia are at eighty percent (80%).
- (3) The two percent (2%) reduction is also applicable when dispatched from a foreign terminal to the general vicinity of another terminal. The reduction does not apply when dispatched from a foreign terminal to a miscellaneous point and then returning to that foreign terminal.

(4) Applies to all fleets except Island traffic.

Used vehicles will be defined as those which have been previously licenced.

A thirty-five dollar (\$35.00) fee will be paid to each Owner Operator handling a non-runner.

Steinbeck Traffic - The Company will negotiate with the Import manufacturers attempting to have them pay a higher unit rate for delivery to Steinbeck. Steinbeck currently pays the Winnipeg rate. Any increase would be immediately passed on to the Owner Operators.

Alberta Backhaul - Owner Operators on Vancouver/Alberta trips who return from Alberta to Vancouver empty will receive a three hundred dollar (\$300.00) fee added to their revenue after commission for that trip. Owner/Operators may be held up to forty-eight (48) hours, Saturdays and Sundays shall not be considered part of this forty-eight (48) hours. The forty-eight (48) hours shall not commence until 7:00 A.M. of the following day when the Owner/Operator arrives at the terminal after 4:00 P.M.

Used Traffic

Owner Operators will have preferred dispatch for used traffic from Auto auctions and Allied Systems (Canada Company Western Terminals east or west bound. At the furthest east dispatched destination, dispatch will be only westbound.

2. ISLAND TRIPS

- (a) Brokerage will apply to revenue after net ferry scrip. Owner/Operators will be required to turn in net ferry corporation receipts with trips for deduction to apply.
- (b) Trips to Vancouver Island shall pay a minimum 9(a) rates or **\$1,152.00** revenue to the furthest destination, except that Port Hardy will pay a 7(b) rates revenue.
- (c) A fifty dollar (**\$50.00**) premium fee shall be paid for trips to Duncan.
- (d) A subsidy will be paid to Owner Operators to fully recover the B.C. Ferries rate increase until such increase has been passed along to the shippers through a rate adjustment. Owner Operators will be reimbursed for any future Ferry rate increases.

rate adjustment. Owner Operators will be reimbursed for any future Ferry rate increases.

- e) When traffic to Vancouver Island requires use of Company trucks or Owner Operators not normally dispatched to Vancouver Island, those trucks will only be dispatched after all available regular Island trucks have been dispatched. Island Owner Operators will continue to have right of first dispatch to Victoria, Port Hardy, Powell River, Sechelt and Nanaimo.

3. ADDITIONAL PICK-UPS

Any fronthaul load that requires the Owner/Operator to pick-up at more than two (2) locations will provide for the Owner/Operator to be paid an additional ten dollars (\$10.00) for each additional pick-up location. Any fronthaul load that requires the Owner/Operator to deliver to more than two (2) locations will provide for the Owner/Operator to be paid an additional ten dollars (\$10.00) for each additional delivery location. Brokerage will not be deducted from this fee. The ten dollars (\$10.00) drop fee for fronthaul loads includes loads from a foreign terminal if the Broker returns to that same foreign terminal for his next load.

4. INSURANCE

- (a) Deductibles for collision, PL, PD, fire, and theft shall be as follows:

Tractor	\$1,000.00
Trailer	\$1,000.00
Cargo	\$1,500.00
Comprehensive on Tractor and Trailer	\$ 250.00

Accident claim information concerning physical damage and loss of use will be distributed to the affected Owner Operator every two (2) weeks until settlement is achieved.

Claims assessed against Owner Operators will be on a "per incident" basis. No claim assessment will result from an Act of God.

5. FLEET 5 GUARANTEED REVENUE

Vancouver-Toronto Fleet 5 Owner Operators shall have a guaranteed minimum of nine thousand dollars (\$9,000.00) net per round trip.

Fleet 5 trucks westbound are not to be turned in Edmonton or Calgary; they must carry on to Vancouver and complete their trip before returning east.

When volume in Ontario requires, Fleet 5 trucks to get there, Winnipeg units will be dispatched to those trucks.

Fleet 5 trucks will not pick up westbound backhaul from Edmonton or Calgary terminals unless volume requires. Due to a reduction in Fleet 5 traffic, this Fleet will be eliminated through attrition.

6. HEALTH AND WELFARE

The Allied Systems (Canada) Company Health and Welfare program shall be provided with the Company paying forty percent **(40%)** of the premium cost.

7. SUBSISTENCE

If a layover of more than twenty-four **(24)** hours is required, a subsistence allowance shall be paid for each succeeding twenty-four **(24)** hour period. This applies only away from the home terminal. This shall not include weekends except in the case where the Owner Operator arrives by noon Friday and is not dispatched by noon Monday in which case the fifty dollar (\$50.00) payment shall be made and for each succeeding twenty-four **(24)** hour period. Such layover to be verified by terminal management.

APPENDIX "B"

OWNER OPERATORS

1. Backhaul drops of two (2) units or less for any city where the Company has a terminal location may be dropped at a Company terminal providing the final delivery is beyond the terminal location. Any units consigned to dealers on the direct route to the terminal shall be delivered.
2. When an Owner Operator is dispatched to pick up backhaul units away from the terminal he shall be paid earned revenue at the local city tariff rate if the Carrier is successful in charging such rate. (Every attempt shall be made to assess such charge in the case of less than load lots.)
3. (a) Uniforms shall be provided and replaced for Owner Operators at Company cost consisting of one (1) jacket (with zip-in lining), two (2) pair of pants and three (3) shirts. The Company will also provide this uniform for the second (2nd) Driver of a team truck upon completion of one hundred and twenty (120) days worked.

(b) Owner/Operators will be provided with coveralls on the same basis as Company Drivers,
4. Owner Operators will be paid forty dollars (\$40.00) towards the purchase of safety footwear. This will be paid on the first (1st) pay statement each year.
5. If the fleet paint colour is changed because of sale of Company or other reason, the Company will pay the full cost thereof. When substantial equipment alterations are required, the Company will provide the earliest possible advance notification of completion date for such changes.

Notification of Major Alterations - When major alterations to equipment are required to meet manufacturer's standards, the Company will allow a twenty-two percent (22%) discount of the normal Shop rate for alteration work performed in the Company Shop.

If the Company requires the Owner/Operators to have satellite tracking systems in their trucks, then the Company will pay the cost for same.

In order to ensure that all vehicle maintenance is performed to Government and Company standards, Owner/Operators maintenance will be performed in Company shops or by Company approved vendors. Owner/Operators may request that specific vendors be approved and such approval shall not be unreasonably withheld. Warranty repairs or major components paid for by the vehicle owner and not affecting the safe operation of the vehicle will not be bound by this Article.

6. Revenue rates will be shown on trip cards, however if a rate is not shown Dispatch will provide the rate upon request at time of dispatch. When an Owner Operator is required to haul a rush unit it must be identified as "rush" on the trip card. An Owner Operator will not be required to transport vehicles at a rate substantially reduced or free.

Dispatch Lists: Dispatch lists will be posted daily at all Terminals and file copies will be maintained.

7. Owner Operators' statements will show a complete breakdown of gross and net revenues and all deductions. Documentation will be provided for all deductions made. When there is a change of deduction for such items as W.C.B., the formula for rate calculation will be shown when the new rate is charged and discontinued thereafter. There will be two (2) weeks' notice of any grounding as a result of unpaid W.C.B. premiums. There will be full disclosure of all information used to determine fuel tax assessments. Commencing January 1st, 1992, Owner Operators will be assessed fuel tax on an individual basis. The Company will supply a schedule of miles used by Milemaker used for the purpose of fuel tax assessment.

Assessment of Claims

- (a) Owner Operators will be notified of claims to be assessed and be allowed twenty (20) business days to respond should there be reasonable causes to dispute such assessment.
- (b) Any claim under dispute will not be charged to the Owner Operator until the dispute is resolved.
- (c) Owner Operators will be notified of the receipt by the Company of any claim that may be assessed against them within one hundred and eighty (180) days of delivery of the vehicle, otherwise no claim will be assessed to the Owner Operator.
- (d) Information will be provided to affected Owner Operators regarding claims in protracted dispute with claimants by the Claims Centre.

- (e) Final recourse on disputed claims will be directed through the Vancouver Terminal Manager, or his successor.

8. INSPECTION AT TERMINALS

- (a) For any vehicle delivered during normal business hours by an Owner Operator to a terminal that requires an inspection, such inspection will be done by the driver supervisor, or if not available, a dispatcher, or if not available, the terminal manager. The Company will provide to all Owner/Operators a list of persons available at each location to conduct a vehicle inspection.
 - (b) If one of the above mentioned individuals is not available to perform the inspection within one-half (1/2) hour of arrival at the terminal, the Owner Operator may perform his own inspection, recording time and date on the inspection form and indicating the reason why it is being done by the Owner Operator. One (1) copy of the inspection should be left at the terminal and one (1) retained by the Owner Operator.
 - (c) For vehicles delivered to a terminal outside normal business hours, the Owner Operator should telephone ahead to notify the terminal, perform his own survey as described above, and if possible, telephone the terminal during the next business day to ensure the vehicle condition remained as indicated by the inspection.
 - (d) Secure areas for after hours pick ups and drops will be provided at Calgary and Winnipeg. Owner Operators will be provided with keys to Vancouver yard as required.
9. All traffic dispatched from Vancouver terminals to Vancouver Island or destinations east of the B.C. - Alberta border shall be carried by those Owner Operators who are members of the bargaining unit and members of Local Union No. 213. Exceptions shall be made only when all Owner Operators are working and additional equipment is required to meet manufacturer's required delivery times.
10. Owner/Operators may employ a second Driver on their truck and operate as a team. The second Driver shall operate an Owner/Operator's truck as a team Driver only in conjunction with respective Owner/Operators.

Owner/Operators must have the approval of the Company before hiring a second Driver. All second Drivers must meet the Company's requirements. The Company reserves the right to disqualify a second Driver any time without notice.

When the Owner/Operator is unable to work as part of a team, the operation of that unit by the second Driver will be at the discretion of the Company.

In the case of an Owner/Operator (single or team) being absent due to illness, injury or vacation, a replacement Driver may be used subject to the Company's approval.

A replacement Driver will be subject to the same provisions as a second Driver as noted above.

11. Pay telephones shall be installed in each terminal location.
12. Vancouver Island Owner Operators shall not be laid off during slow periods. Work sharing shall take place by rotation of loads (and destinations).
13. If Owner Operators are required to be laid off due to loss of business, such layoff will be applied on a seniority basis with mutual consent of the parties.
14. The Company will provide parking on a user pay basis. The cost of rent, security, utilities, etc. will be divided equally amongst those Owner/Operators utilizing Company provided parking.
15. The Company agrees to perform maintenance and inspection programs for Owner Operators in Allied Systems (Canada) Company shops.

Owner/Operators may purchase parts and tires from the Company for cost plus five percent (5%).

16. Owner/Operators will be dispatched on a first in, first out basis at all locations. This pertains to Owner/Operators only. Company Drivers will be dispatched in accordance with the procedure at that location. Owner/Operators must choose from loads available at their time of dispatch. (Owner/Operators running Vancouver Island will be dispatched in accordance with established procedure.)
17. The Owner/Operator Division will consist of four (4) fleets:
 - Fleet 1
 - Fleet 3
 - Fleet 5
 - Island Fleet.

Should the Company choose to start a new fleet, they will discuss this with the Union. The new fleet will be posted for bid and will be available to the entire Broker fleet in line with their seniority.

18. After a minimum twenty-four (24) months of active service with the Company, except for Owner/Operators who purchased positions, Owner/Operators may sell their equipment and job within their own Fleet (e.g. if an Owner/Operator sells his job on Fleet 1 then that is the job or position available), providing the purchaser meets the Company's requirements and has been approved by the Company. Approval will not be unreasonably withheld. The number of Owner/Operators will not exceed seventy-one (71). Additional Owner/Operators can be added by mutual agreement between the Company and the Union.

New Company employees **who** purchased an Owner/Operator position on the fleet will not be able to sell the position for a minimum of twenty-four **(24)** months of active service.

The Owner/Operator must post for thirty (30) days and give the current employees first right of sale.

19. The Company agrees to meet, at the request of either party, with representatives of the Owner/Operators to discuss and resolve dispatch related issues.
20. Pay period to remain consistent with present practice; any changes shall be subject to mutual agreement between the Company and the Union.

21. Performance of Duty

Each Owner/Operator shall devote the whole of his/her time, attention and efforts to the performance of his/her duties and shall not during the term of his/her relationship with the Company at any time, alone or in partnership, or in association, be connected with or concerned in any other business competitive with the Company's business.

The Owner/Operator agrees at all times to further the interests of the Company, as fully as can be within his/her power.