

SOURCE	Edmonton
EFF.	18.1.01
TERM.	99.12.31
No. OF EMPLOYEES	110
NOMBRE D'EMPLOYÉS	110

THIS AGREEMENT ENTERED INTO THIS ____ DAY OF _____, 1998

BETWEEN:

MONARCH TRANSPORT
 Byers Transport Limited
 Special Commodities Division
 Contract Haul Agreement
 Edmonton, **AB**
 (hereinafter referred to as the "Company")
 OF THE FIRST PART

AND:

GENERAL TEAMSTERS LOCAL UNION NO. 362
 and
 TEAMSTERS UNION 213
 affiliated with the
 INTERNATIONAL BROTHERHOOD OF TEAMSTERS
 (hereinafter referred to as the "Union")
 OF THE SECOND PART

TABLE OF CONTENTS

UNION RECOGNITION and SCOPE	1
UNION SECURITY	1
Maintenance of Membership	1
Union Dues, Initiation Fees and/or Other Assessorial Charges	1
Shop Stewards	2
MANAGEMENT RIGHTS	2
SENIORITY	2
Classifications	2
Seniority List	2
Return from Layoff	3
Probationary Period	3
LEAVE of ABSENCE	3
EQUIPMENT	3
PAY and WORK CONDITIONS	4
VACATIONS	4
GENERAL HOLIDAYS	6
OTHER UNION CONTROVERSY	6
VALIDITY of ARTICLES	6
GRIEVANCE PROCEDURE	6
GENERAL	7
OWNER-OPERATORS	7
DURATION	8
APPENDIX "A" - OVER-THE-ROAD OPERATION	9
Call and Guarantee Time	9
Work Time	9
Deadhead	9
Wait Time	9
Layover	10
Bobtail	10
Mileage Rates	10
Miles and Hours	10
Single Man Operations	11
Sleeper-Cab Operations	11
Transferring Over-the-Road Drivers	11
Rates of Pay	12
NWT Trips/Permits	13
Fuel Surcharge	13
Insurance	13
APPENDIX "B" - CITY OPERATIONS and HOURLY RATED WORK	14
General	14
Hours of Work and Call-In	14
Rates of Pay	14
APPENDIX "C"	15
Advancement Fund	15
LETTER OF UNDERSTANDING	16
Health & Welfare Plan	16
LETTER OF UNDERSTANDING	17

ARTICLE NO. 1 • UNION RECOGNITION and SCOPE

- 1.1 The Company recognizes the Union as the sole and exclusive bargaining agent for all of its employees and Owner-Operators, save and except supervisors, those above the rank of supervisor, office staff, janitors and security guards.
- 1.2 Every motor vehicle and every piece of mobile equipment used by the Company, categories of which are set out in this Agreement, whether owned or hired by the Company, or leased to or by the Company, or whosoever, shall be operated by members of the Union.
- 1.3 Except as otherwise herein provided, all storing and handling of merchandise or other goods or materials, (any loads that are to be loaded or unloaded by city people) shall be carried on by employees of the Company, members of the Union, where such work is under the control of the Company; provided however that Owner Operators shall be permitted to load or unload their own loads.
- 1.4 Appendices "A" and "B" form part of this Agreement.

ARTICLE NO. 2 - UNION SECURITY

2.1 Maintenance of Membership

Owner-Operators shall become and remain members in good standing of the Union, prior to being utilized by the Company. Employees shall, as a condition of employment, become and remain members in good standing of the Union. Wherever possible, employees shall become members in good standing of the Union prior to commencing employment with the Company. For the purposes of applying this clause, employees and Owner Operators shall become members of the Local Union which has jurisdiction over their home address.

2.2 Union **Dues**, Initiation **Fees** and/or Other Assessorial Charges

All employees and Owner Operators shall, as a condition of employment, authorize the Company to deduct from their earnings all Union Dues, Initiation Fees and/or Other Assessorial charges in amounts as prescribed by the Union. Authorization Cards shall be furnished by the Union, and shall be in accordance with applicable legislation.

The Company agrees to deduct and remit such monies to the Union together with the check-off list, prior to the fifteenth (15th) day of the month in which the deductions were made. The monthly Union dues are to be deducted in the month preceding the month to which they apply, providing there are sufficient funds to cover such deductions, The check-off list will state the date of employment or engagement, Social Insurance Number and location with the jurisdiction of each Local Union. Owner-Operators will be identified on the check-off list.

- 2.3 The Company will allow time off, without pay, to any member who is serving on a Union Committee, or as a delegate.
- 2.4 Authorized agents for the Union will request, and be granted, access to the Company's establishments for the purposes of investigating conditions related to Union contract clauses.
- 2.5 The Company will provide bulletin boards on which the Union may post necessary notices to its members.

- 2.6 The Union shall appoint or elect Shop Stewards, and shall notify the Company in writing of such appointment or election. The Company shall recognize Shop Stewards, and shall not discriminate against them for lawful Union activity.

ARTICLE NO. 3 - MANAGEMENT RIGHTS

- 3.1 The management, operation, and development, including the right to direct, plan and control operations, and introduce new or improved methods or facilities, is vested in the Company,
- 3.2 The direction of employees including the right to hire, promote, transfer, suspend, or discharge for just cause, is the function of management. Such function however, shall not be exercised in any way inconsistent with, or in violation of, any terms or provisions of this Agreement.
- 3.3 Nothing contained in this Agreement will be deemed to obligate the Company to continue to operate any of its terminals, properties or any of its parts thereto.
- 3.4 The Company shall establish rules and regulations governing employees, which may be changed from time to time, but which shall not be in any way inconsistent with, or in violation of, any of the terms or provisions of this Agreement. Further, nothing in the Company Rules and Regulations shall deprive an employee of the right to challenge a penalty through the Grievance Procedure, in accordance with Article No. 12 of this Agreement. The Company shall provide the employees and the Union with an up-to-date copy of all Company Rules and Regulations. All infractions of the Highway Traffic Act(s) and Municipal By-Laws shall be the responsibility of the driver(s), except those which are, by their nature, the responsibility of the Company.

ARTICLE NO. 4 - SENIORITY

- 4.1 Seniority, as used herein, shall mean an employee's length of service since the last date of hire, in the classification of such hiring.
- 4.2 There shall be three (3) separate classifications for seniority purposes which shall be recognized as follows:
- Class 1 - Over-the-Road Drivers
Class 2 - City Drivers
Class 3 - Employees of Owner Operators
- 4.3 A Seniority List containing the name and starting date of employees will be prepared and posted every three (3) months. A Seniority List containing names and addresses of employees, as contained in the records of the Company, will be prepared and forwarded to the Local Union office annually, during September of each year. Seniority Lists shall be by classification.
- 4.4 The principle of seniority shall be maintained for the purpose of determining reduction or restoration of the working force in each work classification, providing the senior man is capable of performing the job requirements.
- 4.5 The Parties to this Agreement recognize that job opportunity and advancement should increase in accordance with seniority. An employee's right to a job shall be based upon his seniority, and ability to fulfil the job requirements, but there shall be no job bumping.

- 4.6 When the work force is reduced, employees shall be laid off in the reverse order of their seniority, commencing with the employee having the least seniority in that classification.
- 4.7 When the work force is increased, employees shall be returned to work in order of their seniority in their classification, commencing with the employee having the greatest seniority.
- 4.8 In the event an Owner-Operator's tractor is unavailable for any reason, he shall not use his seniority for any purpose.
- 4.9 Any employee wishing to protest his seniority must do so by formally reducing his protest to writing, and submitting his protest to his Supervisor and to the Union, within thirty (30) days of the posting of the Seniority List(s).
- 4.10 Return from Layoff - When an employee cannot be contacted personally, or is employed elsewhere, the Company will notify the employee, by Registered Mail to his last known address, to return to work, and he will be allowed no more than seven (7) consecutive days from the date of notification to report for duty.
- 4.11 An employees employment and seniority rights shall be terminated, and the Company shall be under no further obligation to the employee, for any of the following reasons:
- a) if the employee voluntarily quits;
 - b) if the employee is discharged for proper cause;
 - c) if the employee fails to report for duty after a layoff in accordance with Section 4.10 of this Article;
 - d) if the employee is not recalled to duty after a layoff in excess of six (6) months; or
 - e) if the employee accepts gainful employment, other than that declared and mutually agreed upon by the Company and the Union, while on a leave of absence.
- 4.12 All newly hired employees shall be considered as probationary employees for the first thirty (30) calendar days from the date of employment. On completion of the probationary period, such employees shall be entitled to all rights and privileges of this Agreement, and seniority shall be computed from the last date of hire.

ARTICLE NO. 5 - LEAVE of ABSENCE

- 5.1 When the requirements of the Company's services will permit, any employee hereunder, upon written application to the Company with a copy of the said application to the Union, may, if approved by the Company, be granted a Leave of Absence for a period of thirty (30) days. Under such Leave of Absence, the employee shall retain and accrue seniority.
- 5.2 Such Leave of Absence may be extended for additional periods of thirty (30) days, upon approval of both the Company and the Union, and seniority will accrue during such extension.

ARTICLE NO. 6 - EQUIPMENT

- 6.1 The Company shall not require employees to operate, on the streets or highways, any equipment that is not in a safe operating condition, or equipped with safety appliances as required by law. It shall not be a violation of this Agreement, where an employee refuses to operate such equipment, unless such refusal is unjustified. The decision as to the condition of the equipment shall rest with the senior qualified Company representative on the premises. Such representative shall give his decision to the driver in writing. In the event the repairs

cannot be effected, the equipment will be correctly identified and be kept out of service until repaired.

ARTICLE NO. 7 - PAY and WORK CONDITIONS

- 7.1 Hours of work and rates of remuneration are outlined in the separate Appendices of this Agreement.
- 7.2 Pay time shall be computed from the time that the employee is ordered to report for duty, or registers in, whichever is the later, until he is released from duty.
- 7.3 The rates of remuneration as listed in this Agreement are considered as minimum rates, and shall not preclude payment of premium rates at the discretion of the Company.
- 7.4 No employee shall be asked to, nor shall he, enter into a separate written or verbal agreement with the Company covering hours of work, wages or conditions, during the term of this Agreement, where such agreement represents less by way of wages, working conditions, or other benefits than provided by this Agreement.
- 7.5 All payment of wages and subsistence to employees shall be made directly to such employee(s) by the Company, in a sealed envelope.
- 7.6 The interval between paydays shall be no longer than two (2) weeks. All exchange costs on cheques are to be paid for by the Company. At the time that an employee receives his paycheque, the Company shall not retain possession of more than twelve (12) days accrued wages.
- 7.7 The Company will provide a completely itemized statement to employees along with their paycheque on payday.

ARTICLE NO. 8 - VACATIONS

- 8.1 Vacations will be granted on the basis of calendar years of service with the Company. A calendar year will be from January 1 to December 31 of each year.
 - i. Employees in the employ of the Company prior to January 1, 1981, will have as their anniversary date for vacation purposes, January 1st of the year in which employment commenced.
 - ii. Employees commencing employment with the Company between the dates of January 1 and June 30 in 1981, and between the dates of January 1 and June 30 each year thereafter, will have January 1 in the year in which employment commenced as their anniversary date for accumulating calendar years of service, for vacation entitlement purposes only.
 - iii. Employees commencing employment with the Company between the dates of July 1 and December 31 in 1981, and between the dates of July 1 and December 31 each year thereafter, will have January 1 in the year following commencement of employment as their anniversary date for accumulating calendar years of service, for vacation entitlement purposes only.
 - iv. In the first year of employment, employees will be credited with one (1) day of

vacation for each full month of employment to a maximum of ten (10) days during that calendar year. Such vacation is to be taken in the period between January 1 and December 31 of the calendar year following the commencement of employment. Vacation pay will be four percent (4%) of the wages paid that employee in the portion of the year worked.

8.2 All employees shall receive annual vacation and vacation pay in accordance with the Byers Transport Limited collective agreement currently in effect with the Teamsters Union.

8.3 The vacation period is to start on the completion of the employee's normal work week, and end on the first day of his normal work week on the completion of his vacation.

8.4 The time of vacation shall be fixed by the Company, consistent with the efficient operation of the business. Preference of vacation time shall be given to senior employees, in accordance with Article No. 9.03 B, below.

8.5 Vacation lists shall be posted on January 2 of each year, and employees shall designate their choice of vacation time before February 28th. If an employee fails to designate his choice of vacation on such listing while posted, vacation time shall be granted at the Company's discretion.

The Company shall post the final vacation schedule by April 1st, and it shall remain posted for the balance of the year.

8.6 During the Company's prime season, June 1 to September 30, the Company will use the following formula for determination of the number of employees allowed on vacation at any one time, at each Company terminal location.

Twenty percent (20%) in each classification, to the nearest employee up or down, with a minimum of one (1) employee in each classification, and a maximum of ten (10) employees in each classification.

The number of employees in each group for application of the allocation of the vacation formula will be the number employed as of March 1 of each year.

8.7 An employee laid off or leaving the Company before completion of a full year of service, shall be entitled to a pro-rated vacation, with pay computed on the same percentage of wages paid that employee during the portion of the year worked.

8.8 An employee who accepts gainful employment while on vacation may be terminated.

ARTICLE NO. 9 - GENERAL HOLIDAYS

9.1 All employees who have completed their probationary period of thirty (30) calendar days, and have qualified as regular employees, shall be entitled to nine (9) General Holidays.

The said General Holidays are:

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

In addition to the foregoing, employees shall be entitled to one (1) province-wide or territorial-wide Holiday, declared by civic governments, and recognized at the date thereof.

In no event, shall any employee be entitled to more than ten (10) paid General Holidays, annually.

9.2 Regular hourly rated employees will receive eight (8) hours pay at their regular hourly rate, and line drivers shall receive ten (10) hours pay at the regular hourly rate for the General Holidays.

9.3 In the event a regular employee is requested to work on a General Holiday, he shall receive the rate of pay as stipulated in the Agreement, in addition to the rate of pay as prescribed for the General Holiday.

ARTICLE NO. 10 - OTHER UNION CONTROVERSY

10.1 During the life of this Agreement, there shall be no lockout by the Company, or any strike, sitdown, work stoppage, or suspension of work either complete or partial, by the employees.

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

ARTICLE NO. 11 - VALIDITY of ARTICLES

11.1 If any Article or Section of this Agreement, or any Appendix hereto attached, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any Appendix attached hereto, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid, or to which compliance with the enforcement of has been restrained, shall not be affected thereby.

ARTICLE NO. 12 - GRIEVANCE PROCEDURE

12.1 All questions, disputes and controversies arising under this Agreement, any Appendix hereby attached, or Company Rules and Regulations shall be adjusted and settled within the terms and conditions a set forth in this Agreement, in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedures for such adjustment and settlement shall be as follows:

12.2 **STEP 1:** Any grievance of an employee shall first be taken up between such employee and his immediate Supervisor.

Time limit to institute a grievance -

- a) termination or layoff - five (5) days from date of termination or layoff
- b) all others - thirty (30) days from the date the grievance arose.

STEP 2: Failing settlement under Step 1, such grievance, and any question, dispute or controversy that is not of the kind that is subject to Step 1, shall be reduced to writing, and it will be referred to and taken up between the Secretary-Treasurer, or other bargaining representative, of the Union and the Company representative authorized by the General Manager of the Company. Such written notice must be made within the time limitation as indicated under Step 1.

STEP 3: Failing settlement under Step 2, the matter will be referred to an agreed upon neutral Arbitrator who will meet to hear both sides of the case. The Arbitrator's decision will be final and binding.

12.3 Failing to agree upon a neutral Arbitrator, the appropriate Minister of Labour will be requested to appoint a neutral Arbitrator whose decision will be final and binding.

12.4 The Arbitrator shall not have the authority or power to add to, delete from, or amend any term of this Agreement.

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

ARTICLE NO. 13 - GENERAL

13.1 It is understood and agreed that the Company is in the truckload business, and that it is the intent that the Company not erode any of the business of Byers Transport Limited.

13.2 The use of the terminal facilities of Byers Transport Limited shall be permitted provided the employees of Byers Transport Limited at the terminal shall perform any loading, unloading, transferring or shifting a load to make it legal, and/or any maintenance work required.

ARTICLE NO. 14 - OWNER-OPERATORS

14.1 It is hereby agreed that wherever an Owner-Operator is mentioned in this Agreement, it shall mean an independent contractor who drives his own equipment. It is also agreed that there shall be not more than one (1) Owner-Operator on a truck.

14.2 The mileage rate to be paid for the equipment shall include the driver's pay, contractual and statutory benefits, and all other monetary terms and conditions of this Agreement including licensing, fuel, maintenance, insurance and all other operating expenses.

The Company agrees to negotiate, in good faith with the Owner-Operator, an agreed upon equipment rental as mentioned in Section 14.1 above.

14.3 Employees of Owner-Operators shall be paid equivalent wages and benefits as provided herein.

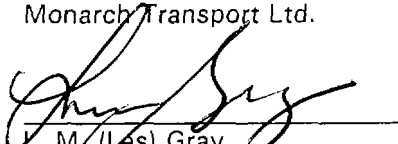
It shall be the responsibility of the Owner-Operator and the Company to make known to such employee(s) the terms and conditions of this Agreement. If there should be any deficiency to the employee, it shall be his responsibility to do advise the Company in writing, within thirty (3) days of the pay period on which the deficiency took place. The Company shall then take action to rectify the situation, and pay such balance as may be properly due and owing to such employee, from the Owner-Operator's account.

ARTICLE NO. 15 - DURATION

15.1 The term of this Agreement shall be from January 1, 1998 to December 31, 1999. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

Signed this 8TH day of SEPTEMBER, 1998

ON BEHALF OF THE COMPANY:
Monarch Transport Ltd.

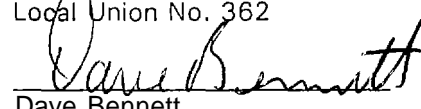


L. M. (Les) Gray
General Manager




S. L. (Brad) Bettke
Operations Manager

ON BEHALF OF THE UNIONS:
General Teamsters,
Local Union No. 362



Dave Bennett
Business Agent



Teamsters Union 213
Eugene Wirch
Business Agent

APPENDIX "A" - OVER-THE-ROAD OPERATION

SECTION 1 -GENERAL

- a) This Appendix covers all employees and Owner-Operators engaged in Over-the-Road operations. Local warehouse work and city pick-up and deliver service are not subject to the terms and conditions of this Appendix, but are subject to Appendix "B".

SECTION 2 • LINE DRIVERS CALL and GUARANTEE TIME

- a) Employees shall be given at least two (2) hours notice when ordered to report to duty at both the employee's domicile area and at the end of the run where he has been effectively released from duty by the Company.
- b) When an employee has been called for duty, and has begun his trip, he shall be guaranteed a minimum of eight (8) hours work and/or pay, at the hourly work time rate, for the trip or any portion thereof.
- c) When an employee reports to work after being called, and no work is available, he shall receive a minimum of four (4) hours pay, at the work time rate.
- d) All employees who are off duty at their home domicile, and who have not been contacted previously, will be contacted by the Company between the hours of 1700 and 1900 if they are to report for duty between the hours of 1900 and 0700. If the employee will not be at his normal residence, he will notify the duty dispatcher of an alternate contact number.

SECTION 3 • WORK TIME

- a) Work time shall mean loading and unloading, repair of equipment, and time spent on ferries and boats, and such duties shall be paid at the applicable work time hourly rate of pay.

SECTION 4 • DEADHEAD

- a) Every employee covered under this Agreement, when required to travel by any other mode of transportation than Company equipment, shall be paid for the first eight (8) hours in any twenty-four (24) hour period at his hourly work time rate as provided in this Agreement.
- b) Each employee who is covered by this Agreement, and who is required by the Company to ride in Company equipment in a deadhead manner, will be paid the regular work time rate for all hours spent riding in such equipment.

SECTION 5 - WAIT TIME

- a) For all time spent waiting to load and unload, waiting for equipment to be repaired, and waiting for roads to be cleared as stipulated in this Agreement, employees shall be paid a maximum of eight (8) hours wait time pay in each twenty (20) hour period.

Wait time is clarified as follows:

Wait time is not accumulative. For the purpose of determining wait time pay, each stop will be considered a separate waiting period.

In no event shall wait time pay exceed eight (8) hours for each stop in each twenty (20) hour period, When an employee is held for more than one (1) day, he shall receive pay for the first eight (8) hours of each twenty (20) hour period.

- b) All time lost due to delays as a result of overloads or certification violations involving Federal, State, Provincial or City regulations, shall be paid for at the regular applicable wait time rate in this Agreement. It shall be the duty of the employee to ascertain that he is not hauling an overload, and 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.

SECTION 6 - LAYOVER

- a) In the event that an employee is required to layover, during any one (1) round trip or tour, away from his domicile area, he shall be compensated for layover time as follows:

For the first twelve (12) hours of each layover - no pay

For the next eight (8) hours, rates as stipulated in this Agreement

For the next twelve (12) hours - no pay

For the next eight (8) hours, rates as stipulated in this Agreement, and continuing on the same basis for each twenty (20) hour period of continuing layover.

It is understood that the above applies to layovers on such round trip or tour, save and except in the case of accident or breakdown whereby the layover point may be extended to a point beyond the original designated layover point.

SECTION 7 - BOBTAIL

- a) Driving of a tractor without a trailer shall be paid for on the same basis as driving tractor-trailer(s).

SECTION 8 - MILEAGE RATES

- a) Mileage rates are laid out by areas, and will be paid for as such. They are composite mileage rates to compensate for duties performed in normal operations, which include driving, checking equipment and reports, fuelling, hook-up and/or unhooking at the origin and/or destination points.
- b) The official State, Provincial and/or Territorial mileage will be used as a guide to determine the number of miles driven. The authority to determine the number of miles driven shall be the Department of Highways of the various States, Provinces and/or Territories.

SECTION 9 - MILES and HOURS

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

- b) Runs which include both highway miles and off-line bush miles, will be paid for in the following manner:

Mileage rates for main highway miles, and
Hourly rates for bush miles.

SECTION 10 - SINGLE MAN OPERATIONS

- a) For definition purposes, the word "trip" will be used when referring to single man operations. A single man trip is considered from point of dispatch to point of rest, layover or book-off.
- b) The regular hours of work for employees engaged in single man operations shall be ten (10) hours per trip, The Company shall pay for all time driving and working in excess of the regular hours at the overtime rate as specified hereafter, and shall continue at the overtime rate until a rest period of eight (8) hours is provided. This rate does not apply to the layover and wait time, but is calculated on the driving and work time only, at one-half ($\frac{1}{2}$) the work time rate of pay.
- c) No single man shall be called for dispatch until he has been off duty eight (8) hours, excluding the two (2) hour call time, after completing a trip.

SECTION 11 - SLEEPER-CAB OPERATIONS

- a) For definition purposes, the word "tour" will be used when referring to sleeper-cab operations.
- b) Sleeper-cab operation shall be performed by two (2) drivers. The Company shall designate the domicile area of each driver team, and they shall be paid for driving one-half ($\frac{1}{2}$) of the mileage the vehicle travelled in making the tour.
- c) Only two (2) men shall be permitted in sleeper-cab equipment at any time, except in cases of emergency, or where new type of equipment is but into operation. In no event shall a driver supervisor, or other authorized personnel, be in the cab, in addition to the two (2) drivers, for more than three hundred (300) miles.
- d) No employee under this Agreement shall be placed on layover if routed on any tour with outbound mileage under five hundred (500) miles.
- e) Except in cases of emergency, sleeper-cab drivers shall be entitled to have a minimum of four (4) hours off duty excluding call time, after completion of their tour.

No sleeper-cab driver shall be allowed to take a solo trip of more than four (4) hours until he has had eight (8) hours rest since he was last on duty.

SECTION 12 - TRANSFERRING OVER-THE-ROAD DRIVERS

- a) When a branch, terminal, division or operation is closed or partially closed, together with the work of the branch, terminal, division or operation in whole or in part, an employee at the closed or partially closed down branch, terminal, division, or operations shall have the right to transfer to the branch, terminal, division, or operation into which the work was transferred, if work is available there.

- b) Such employee(s) will be dove-tailed into the Seniority List as of the date they first became employees in their classification.
- c) Whenever a man is transferred at the request of the Company, his reasonable moving expenses shall be borne by the Company.
- d) For the purpose of this Section, "expenses" is defined to mean the moving expenses of normal household goods and chattel.

SECTION 13 - RATES of PAY

a) **PAY RATES - Local/Valley**

Origin	Destination	Flat Rate
Lavington	Universal Spray Vernon	47.50
Lavington	Winfield	93.00
Lavington	Calona Wines	115.00
Lavington	Warehouse Kelowna	98.00
Lavington	Oliver	230.00
Lavington	Summerland	170.00
Lavington	Mission Hills	150.00
Lavington	Gray Monk	130.00
Lavington	Cedar Creek	133.00
Lavington	Laconte	258.00
Lavington	Kelly Douglas Warehouse	115.00
Lavington	Qual Gate	150.00
Lavington	Vernon (cartage)	30.00
Vernon	Winfield	78.00
Vernon	Warehouse Kelowna	83.00
Kelowna	Winfield	62.00
Monthly Pallet return/per month		125.00
Any cartage/per hour		30.00

	US Van		CDN Van				Equipped Operators (Flat decks)							
	5 Axle	5 Axle	5 Axle	5 Axle	6 Axle	6 Axle	5 Axle	5 Axle	6 Axle	6 Axle	7 Axle	7 Axle	8 Axle	8 Axle
	MT	LD	MT	LD	MT	LD	MT	LD	MT	LD	MT	LD	MT	LD
BC	0.93	1.05	0.93	1.05	0.93	1.06	0.93	1.06	0.93	1.11	1.00	1.18	1.00	1.35
AB	0.91	0.99	0.91	0.99	0.91	1.01	0.92	1.00	0.93	1.04	0.97	1.07	1.00	1.28
NT	0.91	0.99	0.91	0.99	0.91	1.01	0.92	1.00	0.93	1.06	0.97	1.12	1.00	1.28
SK	0.91	0.99	0.91	0.99	0.91	1.01	0.92	1.00	0.93	1.04	0.97	1.07	1.00	1.28
MB	0.91	0.99	0.91	0.99	0.91	1.01	0.92	1.00	0.93	1.04	0.97	1.07	1.00	1.28
ON	0.91	0.99	0.91	0.99	0.91	1.01	0.92	1.00	0.93	1.04	0.97	1.07	1.00	1.28
YK	1.10	1.30	1.10	1.30	1.10	1.37	1.10	1.38	1.12	1.39	1.17	1.55	1.20	1.75
AK	1.10	1.30	1.10	1.30	1.10	1.37	1.10	1.38	1.12	1.39	1.17	1.55	1.20	1.75
US	0.92	1.05	-											

SECTION 14 - NWT TRIPS/PERMITS

Owner Operators will continue to pay for all NWT permits. Once the permit has been purchased, the Company will guarantee three (3) trips on that permit, or the Company will reimburse the Owner Operator for said permit, on a pro-rated basis.

- i.e. 1 trip accomplished on that permit = 1/3 the cost
- 2 trips accomplished on that permit = 2/3 the cost
- Operator would be reimbursed the difference.

SECTION 15 - FUEL SURCHARGE

The Company will continue to pay fuel surcharge, as per the current practice.

SECTION 16 - INSURANCE

The Company will delete the one thousand dollar (\$1,000.00) per year insurance payment.

The Company will reduce the Insurance deductible from five thousand dollars (\$5,000.00) to four thousand dollars (\$4,000.00) i.e. three thousand dollars (\$3,000.00) for equipment, and one thousand dollars (\$1,000.00) for freight and/or cargo.

APPENDIX "B" - CITY OPERATIONS and HOURLY RATED WORK

SECTION 1 - GENERAL

- a) This Appendix covers all employees engaged in City Operations, and hourly rated work, within the area of the cities in which the Company maintains terminal offices.

SECTION 2 - HOURS of WORK, and CALL-IN

- a) Daily maximum is eight (8) hours per day, or forty (40) hours per week, for any five (5) consecutive days.
- b) All hours worked in excess of daily or weekly maximum will be deemed overtime, and paid for at the rate of one and one-half (1½) times the hourly rate of pay.

For all hours worked on the employee's designated day of rest, or on a General Holiday, the rate of pay will be one and one-half (1½) times the employee's regular hourly rate of pay.

- c) When an hourly rated employee is called, and reports for duty, on his regular scheduled work day, he shall be guaranteed a minimum of eight (8) hours work and/or pay.
- d) Regular hourly rated employees reporting for duty on a call-out or call-back basis, inconsistent with their regular scheduled work day, or shift, shall be guaranteed a minimum of four (4) hours work, but after the completion of the duty he was called for, he may book off work with a minimum of two (2) hours pay.
- e) There shall be no "split shifts", and hourly paid employee's work week must be designated to him on the last day of the preceding week.
- f) Hourly paid employees shall, except by mutual agreement between the parties hereto, take at least one (1) continuous period for meals, of not less than thirty (30) minutes, nor more than one (1) hour on any one (1) day.
- g) No hourly paid employee shall be compelled to take more than one (1) continuous hour during such period, nor compelled to take any part of such continuous hour before he has been on duty for four (4) hours, or after he has been on duty for six (6) hours.
- h) When an employee meets with a personal injury while on duty, which prevents him from completing his shift, he will be paid for only the hours actually worked, provided however if a doctor confirms by way of a report or certificate, that the injury is such as to prevent the employee from completing his shift, then he will be paid for the entire shift, providing further that he is not in receipt of Workers' Compensation for that day.

SECTION 3 - RATES of PAY

	JAN 1 1996	JAN 1 1999
A. P&D drivers	18.63	19.00
Dockmen	18.53	18.90

APPENDIX "C"

TEAMSTERS/UNION INDUSTRY ADVANCEMENT FUND

The Teamsters Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters.

The Company shall make contributions of five cents (5¢) per hour for which wages are payable hereunder, for each employee and dependent contractor covered by this Collective Agreement.

Payment of said funds shall be made to the appropriate Teamsters Local Union/Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.

This payment will be independent and separate from any other payment made to the appropriate Locals.

LETTER OF UNDERSTANDING

BETWEEN: MONARCH TRANSPORT LTD

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362


RE: HEALTH & WELFARE PLAN

The Parties hereto agree that the current Byers Transport Limited Health & Welfare Plan will continue to be made available to Monarch Transport Ltd. employees, at their option.

Signed this 8TH day of SEPTEMBER, 1998

ON BEHALF OF THE COMPANY:

Monarch Transport Ltd.



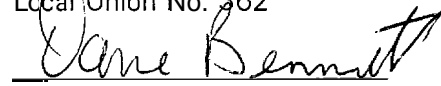
L. M. (Les) Gray
General Manager



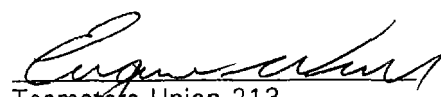
B. (Brad) Bettke
Operations Manager

ON BEHALF OF THE UNIONS:

General Teamsters,
Local Union No. 362



Dave Bennett
Business Agent



Teamsters Union 213
Eugene Wirch
Business Agent

LETTER OF UNDERSTANDING


BETWEEN: MONARCH TRANSPORT LTD

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362


The parties hereto agree that within thirty (30) days of January 1, 1999, the Company and Union will meet to discuss rates, and any current problems which have arisen during the first year of the Collective Agreement.

Signed this 8TH day of SEPTEMBER, 1998

ON BEHALF OF THE COMPANY:
Monarch Transport Ltd.




L. M. (Les) Gray
General Manager

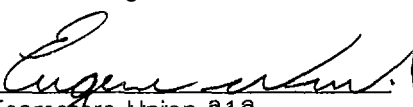


B. L. (Brad) Betteke
Operations Manager

ON BEHALF OF THE UNIONS:
General Teamsters,
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