

AGREEMENT ENTERED INTO THIS 29th DAY OF MAY, 2005

BETWEEN:

PE BEN BULK TRANSPORT LTD.
(hereinafter referred to as the "Company")
OF THE FIRST PART,

AND:

RECEIVED
JAN 09 2006

WESTERN CANADA COUNCIL OF TEAMSTERS
Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
representing Teamster Locals 362, 395 & 979
(hereinafter referred to as the "Union")
OF THE SECOND PART.

13535(01)

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

ARTICLE NO. 1 - PREAMBLE

- 1.01 It is recognized by this Agreement to be the duty of the Union, the Company, and the employees, to fully co-operate individually and collectively for the advancement of conditions.
- 1.02 The Parties agree at all times, as fully as it may be within their power, to further the interests of the industry.
- 1.03 The Union, its officers and representatives at all levels, and the Company, its officials and representatives at all levels, and all employees, are bound to observe the provisions of this Agreement.

ARTICLE NO. 2 - UNION SECURITY

- 2.01 The Company agrees to recognize the Union as **sole** collective bargaining agent for a unit of employees comprising all drivers employed by PeBen Bulk Transport Limited, excluding dispatchers, and those above.
- 2.02 The Company agrees not to enter into any agreement or contract with employees of the Company, members of the Union, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.
- 2.03 All members of the Union shall receive a copy of this Agreement, which *is* binding upon the bargaining authority and every employee in the unit for which the Union has been certified as recognized by this Agreement. The Union shall be responsible for the printing of these collective agreements. The Company will pay fifty percent (50%) of the cost, and will distribute one (1) copy to every Union member, employed by the Company.
- 2.04 Each new employee, when hired by the Company, shall sign an Application for Union Membership card, authorizing the Company to deduct from his earnings, Union Initiation Fee, Union dues, and/or other accessorial charges as levied against the employee in accordance with the Constitution and By-laws of the Local Union of which he will be a member, and **so** indicated on the monthly check-off list as provided by the Union to the Company. The Company shall remit same to the Local Union, not later than the fifteenth (15th) day of the month following from the date that the deduction was made from the employee's wages.

The Company will indicate the amount deducted for Union dues in the appropriate box on the employee's T-4 Slip.

The Union agrees to indemnify the Company, and save it harmless from any and all claims which may be made against it for the amounts deducted from the wages of employees under this Article.

- 2.05 a) As a condition of employment, every regular employee of the Company, covered by this Agreement, shall be a member in good standing of the Union, for the term of this Agreement.

Any part-time employee working less than one hundred and twenty-eight (128) hours in a calendar month, will be exempt from Initiation Fees but will pay Union dues on the applicable Local Union basis.

- b) All current Owner Operators and employees of current Owner Operators shall become members of the Union as a condition of continued employment. All new Owner Operators and employees of Owner Operators must become members of the Union prior to commencing employment with the Company.

The Union shall provide the Company with authorization cards to be signed by the Owner Operators and their employees. Those names shall be added to the monthly dues check-off list as provided by the Union to the Company.

- 2.06 In no event shall the number of Owner Operators and employees of Owner Operators exceed a ratio of thirty percent (30%) of the Company drivers, Company-wide.

In the event of a lay-off, the Owner Operator or their employees will be the first laid off. The next lay-off will be Company drivers. Seniority will be by Terminal.

ARTICLE NO. 3 - MANAGEMENT RIGHTS

- 3.01 It is the exclusive right of the Company to operate and manage its affairs, and to direct its workforce. These rights shall not in any way be interfered with, except by specific restriction as set forth in this Agreement.

- 3.02 Such rights, without limiting the foregoing, include but are not limited to: the right to hire; determine the job qualifications of employees; classify, promote, demote, transfer, lay off, recall, test; to discipline, suspend or discharge for just cause; to determine the number of employees to perform the work; to control and regulate the use of all equipment; to contract and/or sub-contract; to determine the equipment, trucks, tools, machinery, and products; to determine or establish new or improved operating methods, equipment or facilities, including technological changes; to make, enforce and alter from time to time, rules and regulations to be observed by the employees except as expressly and specifically limited by the terms of this Agreement.

The foregoing list of management's rights shall not exclude any other rights of management not listed. The Company retains all rights not specifically covered by this Agreement, whether or not they have been exercised.

- 3.03 Nothing contained in this Agreement will be deemed to obligate the Company to continue to operate any of its terminals, operations, properties, or any of its parts thereof. The Company will provide thirty (30) days advance notice if possible to the directly affected employees and the Union, of a terminal closure.

ARTICLE NO. 4 - REGULAR/PART-TIME EMPLOYEES

- 4.01 A regular employee shall be considered as such an employee of the Company when:
 - 1. he has completed his probationary period,
 - 2. he makes himself available to the Company for full-time employment,
 - 3. he has no other outside employment,

An employee laid off for lack of work shall be placed on a recall list for the period of his seniority, or one (1) year, whichever is the lesser.

Employees on layoff who are not recalled to work before the expiry date of the recall period, shall be removed from the seniority lists, and will be terminated from the employ of the Company. The Company shall be under no further obligation to such persons.

Employees recalled to work following a layoff shall be informed by telephone and by double registered mail, and will be allowed seven (7) consecutive days from receipt or attempted delivery date to report for work. The Company shall be kept informed by the employee, in writing of any changes in said employee's address or telephone number.

4.02 A part-time employee shall:

1. be hired on a temporary basis to provide for additional manpower,
2. be given first opportunity to qualify as a regular employee as openings become available, providing he meets with all Company qualifications and requirements, and so requests.

Upon completion of one hundred and twenty-eight (**128**) hours of work within any thirty (30) calendar day period, an employee shall become a regular employee, and shall be entitled to all rights and privileges of this Agreement. His seniority shall be calculated from the first day of that thirty (30) calendar day period. This will not apply to employees who are not available for full-time employment.

If an employee qualifies as outlined above, the employee shall be considered a regular employee and Clauses 5.04 and 5.05 shall apply to such employee.

4.03 Parttime or casual employees will not be used to deprive regular employees of any of the conditions of this Agreement.

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

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

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

ARTICLE NO. 5 -SENIORITY

- 5.01 Seniority shall be maintained in the reduction and restoration of the working force, provided that the senior man is qualified, and capable of performing the remaining job or jobs.
- 5.02 a) All new jobs and vacancies are subject to seniority, and shall be posted promptly for seven (7) days, in a conspicuous place, at all terminals, stating the job description and location. All regular employees shall be entitled to bid on such postings, and the Company shall designate on the original posting, the successful bidder within three (3) working days of the closing date of the posting. Any regular employee absent by reason of accident, illness, or vacation, shall have the opportunity to bid on such job posting or vacancy, **so** long as the bid is submitted within two (2) weeks of the closing date of the posting.
- Provided the employee is capable, and is given the opportunity to demonstrate his capability, seniority shall prevail in the appointments to new jobs or vacancies. Except where a job has been discontinued, there shall be no job bumping privileges. Senior employees shall be given preference to fill vacancies on differential-rated equipment, if qualified. Employees who have accepted a posted position must remain its incumbent for at least thirty (30) days before bidding on other work, or returning to other duties.
- b) Temporary Runs- Bush runs, special runs of short duration, shall be posted for bid as soon as it is reasonable to do **so**.
- 5.03 The Company shall lay-off drivers according to seniority, by terminal and as per Article No. 2.06, if the amount of monthly driver man-hours is more than two hundred (200) hours less than the monthly base amount, calculated as below. One driver will be laid off for each full two hundred (200) hour difference.
- The base amount is equal to the number of drivers times sixty (60), times four **(4)**.
- The hour of service records shall be used to track monthly driver hours, and copies of the monthly summaries shall be submitted to the Union upon request.
- 5.04 All newly hired employees shall be considered as probationary employees for the first ninety (90) calendar days. There shall be no responsibility on the part of the Company in respect to the employment of probationary employees should they be laid off for lack of work, or discharged, during the probationary period. However, the Company shall inform the probationary employee as to whether he has been discharged, or laid off, and the reasons therefor.
- 5.05 Upon the conclusion of the ninety (90) calendar day probationary period, the employee's name shall be placed on the regular employee seniority list, effective from the first day of employment of the ninety (90) calendar day period, and the employee shall be entitled to all rights and privileges provided in this Agreement.
- 5.06 The Company will post and maintain seniority lists within each terminal and/or division. Such up-to-date lists will be posted quarterly, and will state the starting date of each employee. Copies of current lists will be provided to the Local Union.

- 5.07 a) When the requirements of the Company's service will permit, any employee hereunder, upon written application to the Company, with a copy of said application to the Union, may if approved by the Company be granted a Leave of Absence (in writing, with a copy to the Union) for a period of thirty (30) calendar days.

Such Leave may be extended for additional periods of thirty (30) calendar days when approved in writing by the Company, and seniority will accrue during such extension.

Any employee hereunder on Leave of Absence, engaged in gainful employment without prior written permission from both the Company and the Union, shall forfeit his seniority, his name will be stricken from the seniority list, and he will no longer be considered as an employee of the Company.

If an employee with over two (2) years of service suffers the revocation of his drivers license, the Company will grant a leave of absence without pay or benefits, of up to twelve (12) months duration, to such employee, in writing, with a copy to the Union. The employee may only take advantage of this procedure, one (1) time while in the employ of the Company.

- b) Requested days *off*, outside of an employee's normal days of rest, shall be made in writing to the Company. The Company will reply to the request within seventy-two (72) hours. If the Company fails to reply within the seventy-two (72) hours, the requested days off shall be deemed to be granted.

The Company will grant time off to employees without notice in emergency situations.

- 5.08 When an employee within the bargaining unit covered by this Agreement receives a leave of absence (in writing with a copy to the Union), to take a position within the Company which is beyond the scope of the bargaining unit, he may retain his seniority for a maximum of ninety (90) calendar days within the bargaining unit. The starting date of such an appointment shall be posted in the terminal. Notice shall be given to the Union in writing prior to the employee leaving the bargaining unit for any period of time. During this leave of absence, such employee shall continue to be covered by the Health and Welfare Plan, and Pension Plan as provided in this Agreement. At no time during the ninety (90) day period shall the employee be covered by more than one (1) Company Health and Welfare Plan.

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

- 5.09 An employee that goes to work for the Local Union that represents the employees in his bargaining unit may apply for a Leave of Absence without pay from the Company for a period not to exceed ninety (90) days. Such leave will not be unduly withheld, and when granted, the Company will do so in writing, with a copy to the Union. The employee will continue to accrue seniority during such leave. At the expiration of the ninety (90) calendar days, the employee must return to his former position or relinquish all seniority rights with the Company.

- 5.10 The Company shall allow time off without pay to any employee who is serving on a Union committee, or as a delegate, providing all requests for time off are reasonable, and do not interfere with the proper operation of the business, and provided seven (7) days written notice is given to the Company by the Union, specifying the length of time off.

ARTICLE NO. 6 - SAFETY CONDITIONS

- 6.01 **Maintenance of Equipment**- It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in safe operating condition. No employee will be required to operate equipment on public streets and thoroughfares that is not in compliance with the appropriate provisions of the law dealing with safety requirements for mobile equipment- i.e. brakes, steering, adequate mirrors, signal lights or other lighting equipment, and/or exhaust systems.
- 6.02 It shall not be a violation of this Agreement where an employee refuses to operate equipment which is not in a safe operating condition, or equipped with safety appliances as required by law, unless such refusal is unjustified. The final determination as to the safe condition of the equipment shall rest with the Company-designated official at the terminal.
- 6.03 It shall be the duty of the employee to report in writing, on the appropriate forms of the Company, promptly but not later than the end of the shift, trip or tour, all safety and/or mechanical defects on the equipment which he has operated during that shift, trip or tour.
- 6.04 In the event essential repairs cannot be effected to make the equipment safe, the equipment will be correctly identified and kept out of service, until repaired, and it shall not be a violation of his employment when a Company employee refuses to operate such identified equipment.
- 6.05 All Company trucks will be equipped with tachograph or on-board computers, or satellite communication.

ARTICLE NO. 7 - PAYMENT CONDITIONS

- 7.01 Any changes made to the employee's pay calculations will be explained by the Company upon request.
- The Company will provide an Extra Pay Request Form which the driver will fill out and hand in to management. If the extra pay is not approved, the form will be returned to the driver promptly.
- 7.02 All employees covered by this Agreement shall be paid not less frequently than on every other Thursday, at the end of the shift which starts on that day, all wages earned by such employee to a day not more than fourteen (14) days prior to the day of payment.
- The Company shall provide every employee covered by this Agreement with a separate or detachable, written or printed, itemized statement in respect of all wage payment made to such employee. Such detachable itemized statement shall contain vacation pay accrual.
- 7.03 Except as elsewhere herein provided, upon termination or quitting, the Company shall pay all money due to the employee as soon as possible, but not later than the next regular payday.
- 7.04 If an error occurs in an employee's paycheque, and the amount is equal to **sixty** dollars (\$60.00) or more, the employee shall be entitled upon request to have a cheque issued in the amount owing, within three (3) working days.

ARTICLE NO. 8 - PAID FOR TIME

8.01 All employees covered by this Agreement shall be paid for all time spent in the service of the Company. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work or registers in, whichever is the later, until he is effectively released from duty.

8.02 **Bereavement Leave-** When death occurs to a member of a regular employee's immediate family, the employee will be granted upon request, bereavement leave of three (3) days, on any of his normal working days that occur following such death. Members of the employee's immediate family are defined as a parent, spouse, brother, sister, child, brother-in-law, sister-in-law, parent-in-law, grandparents, which shall also include spouses grandparents, grandchildren, step-mother and step-father.

The spouse of the employee shall be defined as the spouse on record with the Company's Human Resource Department.

The Company may require an employee to provide proof of death of a member of the employee's family for which he is claiming bereavement leave.

Bereavement leave is not compensable when the employee is on leave of absence, bona fide layoff, or annual vacation.

A working day lost shall not be more than eight (8) hours for city drivers, or ten (10) hours for linehaul drivers.

This clause shall not apply to an employee on Leave of Absence, receiving benefits under the Health and Welfare Plan, on annual vacation, on Workers' Compensation or as otherwise covered by this Agreement.

8.04 **Jury Duty -** An employee summoned to Jury Duty, called for Jury selection, subpoenaed as a Crown witness, or called as a witness on Company-related business, on a day that he would normally have worked, shall be paid wages amounting to the difference between the amount paid for such service and the amount he would have earned had he worked on such day. Employees on Jury Duty shall furnish the Employer with such statements of earnings as the courts may supply. It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week for city drivers, and ten (10) hours per day or fifty (50) hours per week for linehaul drivers.

This clause shall not apply to an employee on Leave of Absence, receiving benefits under the Health and Welfare Plan, on annual vacation, on Workers' Compensation, or as otherwise covered in this Agreement.

8.05 **Medical Examinations-**Any Company requested physical or medical examinations after the date of employment shall be properly complied with by all employees, providing however that the Company shall pay for such physical or medical examination. However, the Company shall pay the employee two (2) hours at the straight time hourly rate for taking such medical.

Any employee who fails to pass a Company physical examination may, at his option, have his case reviewed in the following manner:

- a) he may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of obtaining a second physical examination report.
- b) A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Company, and in the event that such findings verify the medical examiner employed by the Company, no further medical review of the case will be afforded.
- c) In the event that the findings of the medical examiner chosen by the employee disagrees with the findings of the medical examiner employed by the Company, the Company will at the written request of the employee, agree upon and appoint within five (5) days, a third qualified medical examiner, preferably a doctor specializing in the ailment claimed, for the purpose of making a further medical examination of the employee.

The decision of the medical specialist shall be final and binding on the Parties involved, and the employee shall not suffer loss of wages if the decision of the medical specialist is in favour of the employee, and the employee is fit to return to his former classification as determined by the medical specialist.

The expense of employing a disinterested medical examiner shall be borne half by the employee and half by the Company. Copies of such medical examiner's report shall be furnished to the Company and to the employee.

- 8.06 **Health & Welfare Protection-** When an employee goes off ill, or on Workers' Compensation, or a grievance is invoked on his discharge, the Company will continue to pay his Health & Welfare premiums so that he is protected to the utmost.

Union dues shall be paid according to the practices of each Local.

- 8.07 **License Tests/ Medicals** -Whenever the Company or any government agency requires that any employee undertake tests for renewal of licenses or tickets, the Company shall, upon request, provide appropriate equipment for this purpose.

The Company will reimburse employees for cost incurred in obtaining a drivers licence medical.

Attendance at mandatory Company meetings will be paid for at a minimum of two (2) hours, and after two (2) hours, at actual time as calculated by the Company, at the employee's regular straight time rate of pay.

- 8.08 **Sick Leave-** Any employee with one (1) or more years of service, whose illness qualified them for the Prairie Teamsters Health and Welfare Weekly Indemnity as determined and adjudicated by the benefit supplier, shall be eligible to claim three (3) days lost pay at the applicable number of hours per day, at the straight time work rate of pay.

ARTICLE NO. 9 -GENERAL

- 9.01 The Company will provide a bulletin board in each Company lunchroom or dispatch area, for the posting of this Agreement, and for such notices as the Union or the Company may from time to time wish to post. The said Union notices shall be posted, and signed by an elected or appointed officer or other authorized representative of the Union.

- 9.02 Rest and meal periods will be provided according to the Federal Labour Code.
- 9.03 An employee will receive a copy of any written reprimand or warning letter placed on his file, with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the employee's personal work history. However, any minor incident causing such written reprimand or warning letter, not be used to compound other disciplinary action against the employee after a period of twelve (12) months.

Major incidents causing such written reprimand or warning letter will not be used to compound other disciplinary action after a period of twenty-four (24) months.

ARTICLE NO. 10

- 10.01 **Protection of Rights** - It shall not be a violation of this Agreement, or cause for discharge of any employee in the performance of his duties to refuse to cross a legal picket line, recognized by the Union.
- 10.02 It is mutually agreed that there shall be no strike, lock-out, slow-down, or work stoppage by the employees, whether sympathetic or otherwise, during the term of this Agreement.
- 10.03 In the event technological or mechanical changes result in a reduction in the work force, or the demotion or promotion of employees, such reductions, demotions, or promotions, shall be done in accordance with the provisions of Article No. 5.

ARTICLE NO. 11

- 11.01 Authorized agents of the Local Union will request, and have, access to the Company's establishment(s) during working hours, for the purpose of investigating conditions related to this Agreement, and shall in no way interrupt the Company's working schedule.
- 11.02 **Shop Stewards** - The Union shall elect and/or appoint Shop Stewards from among its members in the bargaining unit, and shall notify the Company in writing forthwith of such elections and/or appointments. The Company will recognize Shop Stewards, and will not discriminate against them for lawful Union Activity. Wherever possible, the Company will notify the Union, forty-eight (48) hours prior to the dismissal of a Shop Steward. The Shop Steward's duty shall in no way conflict with his duties to the Company, or the duties of other employees, and he shall be held responsible for the same quality and quantity of work as are other employees.

Grievances shall be processed during the normal working hours of the Shop Steward. A Shop Steward shall receive his regular rate of pay when grievances are processed with the Employer, on Employer property, or at any other place which is mutually agreed upon by both the Union and the Employer.

If the Employer representative is unable to meet the Shop Steward during the Shop Steward's normal working hours, the Shop Steward will be paid at his regular straight time rate of pay for all time spent during the processing of the grievance(s) with the Employer, on the Employer's property, or at any other place which is mutually agreed upon by both the Union and the Employer.

- 11.03 The Company shall provide First Aid provisions in accordance with the applicable Act.

ARTICLE NO. 12

12.01 **Uniforms Supplied** - Where any employee is required to wear any kind of uniform or coveralls as a condition of continued employment, such uniform or coveralls shall be furnished by the Company at no cost to the employee. Fire retardant coveralls will be supplied if the Company **so** requires.

The employee must furnish, at his own expense, suitable clothing, shoes, gloves and winter weather protective clothing necessary in order to perform his job efficiently and safely, except as provided herein.

The Company will provide a uniform and boot allowance of two hundred and seventy-five dollars (\$275.00) per year, by a supplier chosen by the Company.

The employee will have a choice of various combinations up to the maximum allowance of two hundred and seventy-five dollars (\$275.00) per year.

12.02 **Protective Clothing -**

- a) Protective clothing will be provided to adequately protect the employee as appropriate, and as required by any customer safety programs. Bulk petroleum drivers shall be provided with adequate safety gloves, and after the initial issue, on an exchange basis.
- b) Any employee who is exposed to a hazard by reason of handling toxic or noxious chemicals, shall be provided with adequate protective clothing and equipment as required by the Workers' Compensation Board regulations, and the cost shall be borne by the Company.
- c) If the customer or the Company requires all employees to wear safety-toed boots, and/or hard hats, the Company will supply same. If it is necessary for employees to carry flashlights, the Company will provide flashlights with explosion-proof batteries, at no cost to the employee.

ARTICLE NO. 13 - PAID FOR DAY OF ACCIDENT

13.01 If an employee, after starting work, meets with an accident which incapacitates him from carrying on his duties, he shall be paid ten (10) hours wages at the employee's applicable hourly rate of pay for the day of his injury, provided he is not in receipt of Compensation from the Workers' Compensation Board for that day. In order to qualify for lost wages, the employee may be required by the Company to supply a medical certificate which demonstrates that hospitalization or medical care was required.

ARTICLE NO. 14

14.01 Any employee temporarily assigned by the Company to a terminal or operation located beyond reasonable commuting distance shall be reimbursed by the Company for reasonable expenditures for room and board. Board shall be paid only where re-domicile extends beyond two (2) continuous days, and shall be limited to thirty dollars (\$30.00) per day.

ARTICLE NO. 15 - WAGES

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

ARTICLE NO. 16 - HEALTH AND WELFARE PLAN

16.01 The Prairie Teamsters Health and Welfare Plan shall continue, covering all Company employees, members of the Union, as set out in Appendix "B" attached hereto and forming part of this Agreement.

ARTICLE NO. 17 - HOURS OF WORK CITY OPERATIONS

17.01 Regular Work Day -

- a) Except as herein provided, the regular work day shall consist of nine (9) consecutive hours of work, exclusive of meal breaks.
- b) Any regular employee who is called to work on a regular work day shall be paid not less than four (4) hours at the work time rate.

Any employee who is called to work on an overtime day, shall be guaranteed four (4) hours.

When a part-time hourly rated employee is called and reports for duty, Monday through Friday, he shall be guaranteed a minimum of four (4) hours pay.

Any regular employee reporting for duty on a call-out or call-back basis inconsistent with his regular scheduled work day or shift shall be guaranteed a minimum of four (4) hours pay, but after completion of the duty he was called for, he may book off work with a minimum of two and one-half (2½) hours pay.

17.02 **Overtime Provisions**- The Company shall pay overtime rates of wages to every employee entitled thereto as follows:

- a) All time worked over and above nine (9) hours per day on any shift, shall be deemed overtime until a break of eight (8) hours occurs, unless otherwise mutually agreed. Overtime shall be paid on the basis of the load rate, plus one-half (½) the hourly work time rate, for every overtime hour.
- b) Overtime pay at the rate of time and one-half (1½) shall be paid for all hours worked in excess of forty-five (45) hours per week, exclusive of daily overtime. For the purpose of these provisions, a week is defined as the period between midnight Saturday and midnight on the following Saturday.

With respect to General Holidays, the foregoing overtime provisions are in addition to ten (10) hours wages, which shall be paid in any event.

- c) Overtime shall be allocated wherever possible to capable senior employees in their classification in a voluntary manner. However, upon reaching the bottom of the seniority list, the junior employee will be required to work the overtime.

ARTICLE NO. 18 - GENERAL HOLIDAYS

18.01 Employees shall be paid one twentieth (1/20) of their wages for the General Holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Day (August)	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

All employees who have been employed with the Company at least thirty (30) days, and have worked for part or all of each day for at least ten (10) days out of thirty (30) days prior to the holiday, shall receive payment for such holidays.

An employee who has been laid off temporarily and returns to work within ten (10) calendar days after the General Holiday, shall be entitled to General Holiday pay.

ARTICLE NO. 19 - ANNUAL VACATIONS

- 19.01 Upon completion of one (1) years' service, employees shall receive two (2) consecutive weeks vacation, with eighty (80) hours pay at their regular hourly rate of pay in effect at the time they take their vacation, or four percent (4%) of their annual gross earnings, whichever is the greater.
- 19.02 Upon completion of three (3) years' service, employees shall receive three (3) weeks vacation, with one hundred and twenty (120) hours pay at their regular hourly rate of pay in effect at the time they take their vacation, or six percent (6%) of their annual gross earnings, whichever is the greater.
- 19.03 Upon completion of ten (10) years' service, employees shall receive four (4) weeks vacation, with one hundred and sixty (160) hours pay at their regular hourly rate of pay in effect at the time they take their vacation, or eight percent (8%) of their annual gross earnings, whichever is the greater.
- 19.04 a) Percentages of vacation pay shall change on the first complete pay period after the employee's anniversary date
- b) Vacation time must be taken every year.
- 19.05 a) A vacation year shall be the period between January 1 and December 31, however anyone desiring to take a paid vacation prior to May 1 of the current year may do so, provided they have vacation time accrued.
- b) Irrespective of whether vacation benefits are calculated on the basis of (a) or (b) of this Section, vacation paycheques will be issued to all employees in accordance with the provisions of this Article.
- c) An employee hired after January 1 in any year, who does not qualify for a full annual vacation, shall be paid an amount equal to four percent (4%) of his gross earnings from the date of employment to December 31 of that year.

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

- d) Employees who receive their vacation pay on the percentage basis, shall be paid the appropriate percentage of gross earnings as shown on their T-4 Slip.
 - e) Vacation pay shall be paid on a separate cheque.
- 19.06 a) Vacation Lists shall be posted on January 2 of each year, and employees shall designate their choice of vacation time before February 28. If an employee fails to designate his choice of vacation on such listing while posted, vacation time shall be granted at the Company's discretion. The Company shall post the final vacation schedule by April 1, and it shall remain posted for the balance of the year. Once vacation periods are established, the time shall not be changed except where mutually agreed between the employee and the Company. When the date of commencement of employment is the anniversary date for the purpose of calculating annual vacations, employees shall receive vacations in accordance with the provisions contained in this Article. Wednesday will be used to determine when the week for the above dates begin. (i.e. if May 1 falls before Wednesday, then the beginning of that week will be used. If it fall on or after Wednesday, the beginning of the following week will be used.)

The percentage of drivers that can be off at one time is no greater than ten percent (10%) rounded up, with a maximum of three (3) drivers off at any one time.

There can be no more than two (2) drivers off on vacation over the Christmas period (December 20 - January 2).

- b) 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.
- c) Where an employee is terminating employment, voluntarily or otherwise, he shall receive the applicable vacation percentage of his gross earnings in lieu of the holidays to which he is entitled.
- d) Unless otherwise mutually agreed between the Company and the employee, every employee shall be notified at least fourteen (14) days prior to being required to take any vacation period.
- e) In the event a General Holiday falls during an employee's vacation, the employee will be granted a day off without pay in lieu of such General Holiday, either immediately preceding or immediately following his vacation period. Such day off without pay in lieu of such General Holiday will be designated on the final vacation schedule.

For any General Holidays that fall within the vacation periods and are not designated on the final vacation schedule, the day in lieu of such General Holiday will be designated at the time the vacation is booked and approved.

ARTICLE NO. 20 - HIGHWAY OPERATIONS

20.01 Except as otherwise mutually agreed between the Parties hereto, all employees engaged in linehaul operations shall be subject to all terms and conditions provided by this Agreement, save as hereafter expressly provided.

- 20.02 a) **Reporting Notice** - Employees shall be given at least two (2) hours notice when ordered to report for duty, at both the home terminal and at the end of the run, or where they have been effectively released from duty by the Company.

- b) All drivers who are off duty at their home terminal, and who have not been contacted previously, will be contacted by the Company between the hours of 1600 and 1900, if they are to report for duty between the hours of 1900 and 0800, unless otherwise mutually agreed. If the driver will not be at his normal residence, he will notify the duty dispatcher of an alternate contact number.

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

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

- c) The authority to determine the number of miles driven shall be the PC Miller software in the version as updated from time to time.
- d) When an employee has been called for duty, and has begun his trip or tour, he shall be guaranteed a minimum of four (4) hours work and/or pay, at the hourly work time rate for the trip or any portion thereof.
- e) When an employee reports to work after being called, and no work is available, he shall receive a minimum of four (4) hours pay, at the hourly wait time rate.
- f) When an employee reports in accordance with an established reporting time, and no work is provided, he will receive the minimum number of hours pay (four (4) hours) at the hourly wait time rate, unless he has been notified at least two (2) hours ahead of the regular reporting time that no work is available.

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

- g) All drivers and operators shall be dispatched according to agreed-upon Local Terminal Dispatch Rules, which shall be posted.
- h) Time lost when an employee is available, but not dispatched in proper order under the Local Dispatch Rules, shall be paid at the applicable work time rate from the time he should have been dispatched until actual time of departure on a trip and/or tour, to a maximum of ten (10) hours in each twenty-four (24) hour period.

20.03 Work time shall include but not be limited to repairs of equipment, chaining and unchaining of tires, and when drivers are required to stay with the equipment.

Where an employee works his regular weekly shift he will be paid according to the Canada National Safety Code, "seventy (70) hours in any period of eight (8) consecutive days".

Where an employee's regular work day is a mixture of trips and hourly work, he will be paid overtime according to where the greater part of his day was worked.

20.04 Travel Time

- a) All hours travelling on public transportation from the point deadhead commenced to the destination point designated by the Company, shall be paid for at his regular straight time hourly rate, and the cost of such transportation.
- b) Each employee who is covered by this Agreement, and who is required by the Company to ride Company equipment in a deadhead manner, will be paid the regular straight time hourly rate for all hours spent in riding such equipment.
- e) When equipment is being moved to other terminals, it shall be done by Company drivers, members of the Union, providing Company drivers are available.

20.05 Work Time

- a) Work time shall be paid for all time spent waiting for equipment to be repaired, and waiting for roads to be cleared - with a maximum of ten (10) hours pay for work time in each twenty-four (24) hour period.
- b) Work time will commence to be paid after one (1) hour of loading has elapsed. For purposes of unloading, work time shall commence after one and one-half (1½) hours have elapsed.
- d) When a driver is held more than one (1) day, he shall receive work time pay for the first ten (10) hours of each twenty-four (24) hour period.
- e) It shall be the responsibility of the employee to ascertain that he is not hauling an overload, and to ascertain that he has all the necessary and required licenses, certificates and permits before leaving the Company terminal, provided however that the Company shall arrange for all such information to be made available to the employee.

All time lost due to delays as a result of overloads or certification violations involving Federal, Provincial, City or State regulations for which the employee is not responsible, shall be paid at the applicable work time rate as set forth in this Agreement.

20.06 Layover

- a) In the event that drivers are required to layover during any one (1) round trip or tour, away from their home terminals, they shall be compensated for layover time as follows:

It being understood that layover time shall not be cumulative but shall mean only one (1) layover on such round trip or tour

- For the first twelve (12) hours of each layover - no pay
- For the next eight (8) hours of each layover - work time rates of pay as stipulated in this Agreement.
- For the next twelve (12) hours layover - no pay.

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

- b) When drivers arrive at the layover point, and are placed on layover, they will be so advised on arrival, or else put on work time, save and except where the drivers have been previously instructed on their drivers' orders.

20.07 Room Allowance

- a) The cost of the room when a driver is on layover will be reimbursed. The Company will designate the Hotel to be used.
- b) The cost of room allowance when a driver is assigned to another branch to work, will be reimbursed.

20.08 Bobtail - Driving a tractor without a trailer shall be paid for on the same basis as driving tractor-trailers of 80,000 GVW.

20.09 Definition of Mileage Rates - Mileage rates are as specified in Appendix "A", and will be paid for as such. They are composite mileage rates and shall be paid to compensate for the following duties performed:

- a) Driving, checking equipment enroute, making Company-required reports, fuelling, initial hooking up and unhooking.
- b) Any Company driver who is required to switch trailers or a complete interchange of equipment, shall be paid one-half (½) hour pay at the applicable hourly rate of pay.

20.10 Bush Runs - Bush Runs are defined as trips which include main highway miles, paid at the mileage rate, and off-line bush miles paid at the hourly rate. Off-line miles to be defined as any road not maintained by any Federal, Provincial or local jurisdiction requiring speeds on average of thirty-five (35) miles per hour.

- a) For all such trips, tire chains will be included in all trucks.
- b) New Bush runs shall be dealt with by the Local Union and the Terminal Manager, as to rates of pay and other conditions.

20.11 Single Driver Operation

- a) For definition purposes, the word "trip" will be used when referring to Single Driver Operations. A Single Driver 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 driver operations shall be per the Canada National Safety Code - thirteen (13) hours per day, seventy (70) hours in any period of eight (8) consecutive days.

- c) No single operation driver shall be called for dispatch after completing a trip, until he has been off duty at his home terminal, for eight **(8)** hours, excluding call time. No single operation driver, who has been put to rest or layover at a point away from his home terminal, shall be called for dispatch or duty until he has been off duty for four **(4)** hours.

However, at points away from the home terminal, the driver shall be entitled, if he so requires, to eight **(8)** hours of uninterrupted rest.

20.12 Sleeper-Cab Operation

- a) The word "tour" will be used when referring to sleeper-cab operations, and shall mean the period between departure from, and return to, the home terminal.
- b) Sleeper-cab operations shall be performed by two **(2)** drivers, in equipment properly equipped with sleeper berths, and air conditioning. The Company shall designate the home terminal of each driver team, and each driver shall be paid for driving one-half ($\frac{1}{2}$) of the mileage the vehicle travelled in making the tour. Whenever both drivers are directed by the Company to work, both drivers shall receive the applicable hourly rate of pay, otherwise work time will be split between the drivers.
- c) Once driver teams are established, it is understood that they are not to be separated unless mutually agreed to by the Company, and the driver team involved, except in the case of emergency, a reduction in the work force, or temporary training.
- d) Only two (2) persons will be permitted in sleeper-cab equipment **at** any time, except in cases of emergency, or where new type equipment is put 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.
- e) No sleeper team under this Section, shall be placed on layover if routed on any tour with outbound mileage under five hundred (500) miles.
- f) The Company may use a sleeper-cab driver or team to effect a single-man operation, but will not do this when it adversely affects the single-man board, or when it creates excess layover time for sleeper-cab drivers.
- g)
 - i) Wherever possible sleeper-cab drivers shall be entitled to have a minimum of four **(4)** hours off duty, excluding call time, after completion of their tour.
 - ii) No sleeper-cab driver shall be allowed to take a solo trip of more than four **(4)** hours, until he has had four **(4)** hours rest since he was last on duty.
- h) On presentation of receipts, the Company will reimburse each driver team driver for cleaning of sleeper cab bedding, to a monthly maximum of fifteen dollars (\$15.00).

ARTICLE NO. 21 - MAINTENANCE OF STANDARDS

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

ARTICLE NO. 22 - SAVING CLAUSE

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

ARTICLE NO. 23 - NOTATIONS

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

ARTICLE NO. 24 - GRIEVANCE PROCEDURE

- 24.00 The Parties hereto recognize that all clauses and stipulations of this Agreement are subject to the Grievance Procedure, except as otherwise provided herein.
- 24.01 A grievance shall be defined as a dispute as to the application or interpretation of the provisions of the Agreement, All such grievances shall be adjusted in accordance with the following procedures set out in this Article.
- 24.02 Whenever any dispute arises between the Company and the Union, or between the Company and one (1) or more employees, the dispute shall be adjusted in accordance with the following procedures set out in this Article.
- 24.03 The time limit to institute the Grievance Procedure from the date of the incident, or from the time the incident giving rise to the grievance becomes known, is:
- a) termination or layoff - five (5) calendar days,
 - b) all other grievances - ten (10) calendar days.
- 24.04 All grievances shall be denied irrevocably during the term of and after the termination of this Agreement, where they are not presented with the time limits as described in Section 24.03.
- 24.05 In any dispute over a paycheque or pay statement, or any matter thereof, the time limit shall be calculated from the date the employee received the paycheque or pay statement.
- 24.06 **STEP 1** - Any grievance of an employee shall be taken up first between such employee and his immediate Company supervisor. The employee shall be represented by a Shop Steward or Union representative at such meeting, if so requested by the employee.
- 24.07 **STEP 2** - Failing settlement under Step 1, such grievance shall be put into writing, and within ten (10) days taken up at a meeting between an authorized representative of the Union, or a Shop Steward, and his Terminal Manager or designate. The Terminal Manager or designate will give a written decision within three (3) days after the meeting.

24.08 **STEP 3** - Failing settlement under Step 2, such grievance shall be referred to a committee composed of two (2) authorized representatives of the Union and two (2) authorized representatives of the Company. The representatives of the Union and the Company, not later than at their initial meeting, shall exchange statements in writing, setting forth their respective positions relative to the matter(s) in dispute, and the specific provisions in the Agreement alleged to have been violated, and the remedy sought.

Any settlement agreed upon by the committee shall be final and binding upon the Company, the Union and the employee or employees affected by the grievance.

The Company will act as recording secretary, and will furnish the Union with a copy of any such minutes. All copies of the minutes will be signed by both the Union and the Company representatives. Under Step 3, the position of the meeting Chairman will be rotated between the Union and the Company.

24.09 **Arbitration** - Where the Parties fail to settle a grievance, then after exhausting the Grievance Procedure provided in this Agreement, either Party may refer the matter to an agreed upon neutral Arbitrator, who will meet with the authorized representatives of the Union and the Company, to hear both sides of the case.

If the Parties fail to agree upon a neutral Arbitrator within five (5) days, after one Party has served written notice on the other Party of an intention to refer the matter to a neutral Arbitrator, the Minister of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator shall meet and hear both Parties as soon as possible after appointment, and he shall be required to render his decision within fourteen (14) days following completion of the hearing. The Arbitrator's decision will be final and binding on the Parties to the dispute, and any employee or employees affected by it, and shall be applied forthwith where possible.

The decision of the Arbitrator shall be limited specifically to the matter submitted to him, and he shall have no authority in any manner to amend, alter, or change, any provisions of this Agreement. The Arbitrator may consider only the particular issue or issues presented to him, and his decision must be based solely on the interpretation of the provisions of the Agreement.

The Arbitration shall not deal with more than one (1) grievance without the mutual consent of the Company and the Union.

Costs - Each Party shall be responsible for the cost of presenting its case. The cost of the Arbitrator will be borne equally by the Union and the Company.

The time limits set out in the grievance and arbitration provisions of this Agreement may be extended, but only by written agreement of both Parties.

ARTICLE NO. 25 - TERM OF AGREEMENT


25.01 This Agreement shall be in full force and effect from the first (1st) day of May 2005 until the thirtieth (30th) day of April 2008, and shall remain in full force and effect from year to year thereafter, except as hereinafter provided.

25.02 Either Party may terminate this Agreement on any anniversary date by notice in writing to the other Party, not less than ninety (90) days prior to such anniversary date.

- 25.03 Either Party wishing to amend this Agreement shall give notice in writing to the other Party, of such desire, not less than ninety (90) days prior to such anniversary date of this Agreement.
- 25.04 Should either Party give written notice to the other Party, pursuant to 25.03 above, this Agreement shall thereafter continue in full force and effect until the Union gives notice of Strike, or the Company gives notice of Lock-out, or the Parties conclude a renewal or revision of this Agreement, or a new Collective Agreement.

SIGNED THIS 21 DAY OF December 2005

ON BEHALF OF THE COMPANY:
PeBen Bulk Transport Ltd.



Garnet Corbin, Human Resource

Doug McFayden, General Manager


ON BEHALF OF THE UNION:
Western Canada Council of Teamsters



Tony Atkins, Local Union No. 362



Victor Klassen, Local Union No. 395



Kelly Gorzen, Local Union No. 979

APPENDIX " A

NOTE** All rates are based on the equipment driven, NOT the load. (i.e. 6 axle load on an 8 axle will be paid the 8 axle rate)

**RATES OF PAY FOR ALL SINGLE-MAN and SLEEPER-CAB DRIVERS
FLAT RATES - LOCAL HAULING**

0-60 kilometres	5 axles	6 axles	7 axles	8 axles
May 1, 2005	37.15	37.15	49.56	49.56
May 1, 2006	38.26	38.26	51.05	51.05
May 1, 2007	39.41	39.41	52.58	52.58
61 - 149 kilometres	5 axles	6 axles	7 axles	8 axles
May 1, 2005	49.55	49.55	68.13	68.13
May 1, 2006	51.04	51.04	70.17	70.17
May 1, 2007	52.57	52.57	72.28	72.28
150 - 199 kilometres	5 axles	6 axles	7 axles	8 axles
May 1, 2005	55.74	55.74	74.34	74.34
May 1, 2006	57.41	57.41	76.57	76.57
May 1, 2007	59.13	59.13	78.87	78.87

ACCESSORIAL RATES - BC, AB, SK, MB, ON

Load & Unload	5 axles	6 axles	7 axles	8 axles
May 1, 2005	10.06	10.64	12.72	12.72
May 1, 2006	10.36	10.96	13.10	13.10
May 1, 2007	10.67	11.29	13.49	13.49
Hourly Rate	5 axles	6 axles	7 axles	8 axles
Oil Lubrication Drivers				
May 1, 2005	15.18	15.18	15.18	15.18
May 1, 2006	15.64	15.64	15.64	15.64
May 1, 2005	16.11	16.11	16.11	16.11
Extra Drop	5 axles	6 axles	7 axles	8 axles
May 1, 2005	9.23	9.23	9.23	9.23
May 1, 2006	9.51	9.51	9.51	9.51
May 1, 2007	9.80	9.80	9.80	9.80
Extra Site	5 axles	6 axles	7 axles	8 axles
May 1, 2005	15.54	15.54	15.54	15.54
May 1, 2006	16.01	16.01	16.10	16.10
May 1, 2007	16.49	16.49	16.49	16.49

ACCESSORIAL CHARGES - BC, AB, SK, MB, ON cont'd...

Driver Trainee - or minimum wage, whichever is greater	5 axle	6 axle	7 axle	8 axle
May 1, 2005	15.18	15.18	15.18	15.18
May 1, 2006	15.64	15.64	15.64	15.64
May 1, 2007	16.11	16.11	16.11	16.11
Driver Trainer - Daily Premium	5 axle	6 axle	7 axle	8 axle
May 1, 2005	50.00	50.00	50.00	50.00
May 1, 2006	50.00	50.00	50.00	50.00
May 1, 2007	50.00	50.00	50.00	50.00

SINGLE OPERATION MILEAGE RATES (0 - 3 MONTHS)

Cents per Kilometre

AB, SK, MB, ON	5 axle	6 axle	7 axle	8 axle
May 1, 2005	19.83	20.45	21.67	22.31
May 1, 2006	20.42	21.06	22.32	22.98
May 1, 2007	21.03	21.69	22.99	23.67
BC	5 axle	6 axle	7 axle	8 axle
May 1, 2005	22.31	23.25	24.77	26.54
May 1, 2006	22.98	23.95	25.51	27.34
May 1, 2007	23.67	24.67	26.28	28.16

SINGLE OPERATION MILEAGE RATES (4 - 12 MONTHS)

Cents per Kilometre

AB, SK, MB, ON	5 axle	6 axle	7 axle	8 axle
May 1, 2005	20.45	21.05	22.31	22.93
May 1, 2006	21.06	21.68	22.98	23.62
May 1, 2007	21.69	22.33	23.67	24.33
BC	5 axle	6 axle	7 axle	8 axle
May 1, 2005	22.93	23.55	25.39	26.65
May 1, 2006	23.62	24.26	26.15	27.45
May 1, 2007	24.33	24.99	26.93	28.27

SINGLE OPERATIONS MILEAGE RATES (13 - 18 MONTHS)

Cents per Kilometre

AB, SK, MB, ON	5 axle	6 axle	7 axle	8 axle
May 1, 2005	21.05	21.67	22.93	23.55
May 1, 2006	21.68	22.32	23.62	24.26
May 1, 2007	22.33	22.99	24.33	24.99
BC	5 axle	6 axle	7 axle	8 axle
May 1, 2005	23.55	24.09	26.03	27.25
May 1, 2006	24.26	24.81	26.81	28.07
May 1, 2007	24.99	25.55	27.61	28.91

SINGLE OPERATION MILEAGE RATES (19 MONTHS AND THEREAFTER)

Cents per Kilometre

AB, SK, MB, ON	5 axle	6 axle	7 axle	8 axle
May 1, 2005	22.31	22.93	24.15	24.77
May 1, 2006	22.98	23.62	24.87	25.51
May 1, 2007	23.67	24.33	25.62	26.28
BC	5 axle	6 axle	7 axle	8 axle
May 1, 2005	24.77	25.39	27.25	28.49
May 1, 2006	25.51	26.15	28.07	29.34
May 1, 2007	26.28	26.93	28.91	30.22

DOUBLE OPERATION MILEAGE RATES (0 - 3 MONTHS)

Cents per Kilometre

AB, SK, MB, ON	8 axle
May 1, 2005	27.88
May 1, 2006	28.72
May 1, 2007	29.58
BC	8 axle
May 1, 2005	30.97
May 1, 2006	31.90
May 1, 2007	32.86

DOUBLE OPERATIONS MILEAGE RATES (4 - 12 MONTHS)

Cents per Kilometre

AB, SK, MB, ON	8 axle
May 1, 2005	28.80
May 1, 2006	29.66
May 1, 2007	30.55
BC	8 axle
May 1, 2005	31.59
May 1, 2006	32.54
May 1, 2007	33.52

DOUBLE OPERATIONS MILEAGE RATES (13 - 18 MONTHS)

Cents per Kilometre

AB, SK, MB, ON	8 axle
May 1, 2005	29.11
May 1, 2006	29.98
May 1, 2007	30.88
BC	8 axle
May 1, 2005	32.18
May 1, 2006	33.15
May 1, 2007	34.14

DOUBLE OPERATION MILEAGE RATES (19 MONTHS AND THEREAFTER)

Cents per Kilometre

AB, SK, MB, ON	8 axle
May 1, 2005	30.35
May 1, 2006	31.26
May 1, 2007	32.20
BC	8 axle
May 1, 2005	33.44
May 1, 2006	34.44
May 1, 2007	35.47

DIRECT METER DELIVERIES

Hourly Rate

May 1, 2005	15.18
May 1, 2006	15.64
May 1, 2007	16.11

APPENDIX "B"

HEALTH AND WELFARE PLAN

The Company shall provide the "Prairie Teamsters Health and Welfare Plan" to all employees or members of the Union, and eligible dependents coming under the jurisdiction of this Agreement.

1. Any regular employee or member of the Union who is hired by the Company, after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following ninety (90) calendar days from the date of employment with the Company.
2. It will be the responsibility of the Company to ensure that all employees are enrolled in the Health and Welfare Plan, and to make premium remittances on their behalf. Failure of the Company to enroll employees, forward completed forms and/or remit premiums on the due date, being the tenth (10th) day of each month, to the Trustees, will cause the Company to be liable for any claim arising thereof.
3. It shall be the Union's responsibility to supply all necessary enrollment forms to the Company.
4. The Company shall remit the premiums to the Administrator, as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees responsibility after receipt of the premiums to distribute same to applicable insurance underwriters.
5. Medical, Surgical and Obstetrical coverage in accordance with the standard Plan of Service provided by medicare in the province in which the employee is domiciled.
6. The cost of the Health Insurance Plan will be as per premium rates in the individual provinces.

APPENDIX "C"

PENSION PLAN

The Pension Plan will be as governed by Group Contract No. 750556P issued by Great West Life.

- e Enrollment is optional
- e Eligibility is enroll granted after two **(2)** years of unbroken full-time service.
- Employee contribution is four percent **(4%)** of gross monthly earnings.
- Company matches the employee four percent **(4%)** of gross monthly earnings.
- Form of payment **is** via annuity purchased on retirement
- e Company contributions are vested after two (2) years of membership in the Plan.

LETTER OF UNDERSTANDING #1

BETWEEN: PE BEN BULK TRANSPORT LTD.
(Hereinafter referred to as "the Company")

AND: WESTERN CANADA COUNCIL OF TEAMSTERS
Representing Local Unions No. 979, 395 & 362

RE: TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND


The Company agrees to make contributions of five cents (5¢) per hour from each Company driver, up to a maximum of eight dollars (\$8.00) per month.

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

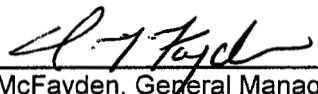
This payment will be independent and separate from any other payment made to the appropriate Local Unions.

Signed this 21 day of December, 2005

ON BEHALF OF THE COMPANY:
PeBen Bulk Transport Ltd.



Garnet Corbin, Human Resource




Doug McFayden, General Manager

ON BEHALF OF THE UNIONS:
Western Canada Council of Teamsters



Kelly Gorzen, Business Agent
Local 979



Victor Klassen, Business Agent
Local 395



Tony Atkinson, Business Agent
Local 362

LETTER OF UNDERSTANDING #2

BETWEEN: PE BEN BULK TRANSPORT LTD.
(Hereinafter referred to as "the Company")

AND: WESTERN CANADA COUNCIL OF TEAMSTERS
Representing Local Unions No. 979, 395 & 362

RE: DIRECT METER DELIVERIES

The Parties hereto agree that all of the Articles in this Collective Agreement will apply to the Direct Meter Delivery drivers, with the exception of the following:

1. For the purposes of Articles 8.02 and 8.04, the above mentioned group of drivers will be considered as highway drivers.
2. Articles 20.02(c), 20.03, 20.08, 20.09, 20.10, 20.11, and 20.12
3. Overtime shall be paid in accordance with Article 17.02, and for the purpose of 17.02(a), the overtime rate of pay will be time and one-half (1½) the hourly rate for Direct Meter Deliveries as set out in Appendix "A".
4. The above mentioned group of employees will be on a separate seniority list.
5. There will be no bumping between the two groups of drivers.
6. The Company will utilize existing manpower on both metered and highway deliveries in the event of illness, busy periods or other unforeseen situations, provided the employees have been cross-trained. Cross-training will be provided as required by management.
7. When an absence of three (3) months or more is foreseen, the Company will post such position as a temporary position.

- 8. An employee returning from a temporary absence will return to his former position.
- 9. Man hours accumulated by these employees will not apply to Article 5.03.

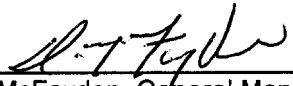
Signed this 21 day of December, 2005

ON BEHALF OF THE COMPANY:

PeBen Bulk Transport Ltd.



Garnet Corbin, Human Resource



Doug McFayden, General Manager

ON BEHALF OF THE UNIONS:

Western Canada Council of Teamsters



Kelly Gorzen, Business Agent
Local 979



Victor Klassen, Business Agent
Local 395



Tony Atkins, Business Agent
Local 362