

**COLLECTIVE AGREEMENT**

BETWEEN:

**BYERS TRANSPORTATION SYSTEM INC.  
NORTHERN INTERIOR TRANSPORT LTD.  
BYERS TRANSPORT LIMITED and  
SPRUCELAND DISTRIBUTORS LIMITED**  
Edmonton, Alberta  
(hereinafter referred to as the "Company")  
OF THE FIRST PART,

AND:

**WESTERN CANADA COUNCIL OF TEAMSTERS**  
Affiliated with the  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
(hereinafter referred to as the "Union")  
OF THE SECOND PART

13621(01)  
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## **ARTICLE NO. 1 - SCOPE OF THIS AGREEMENT**

This agreement shall apply to all employees as enumerated

## **ARTICLE NO. 2 - APPLICATION**

All employees and Owner Operators working for the Company as outlined in Article No. 2.01 A, and as enumerated in the following Appendices hereunto annexed and forming part of this Agreement:

<b>APPENDIX "A"</b>	Covers rates of pay for all single-man and sleeper-cab drivers.
<b>APPENDIX "B"</b>	Covers hours of work, overtime provisions, and rates of pay, for all short-line, city pickup and delivery drivers, dockmen, mechanics and maintenance shop crews, in Alberta and the Northwest Territories.
<b>APPENDIX "B-1"</b>	Covers vacation provisions, hours of work, overtime provisions, and rates of pay, for all short-line, city pickup and delivery drivers, dockmen, mechanics and maintenance shop crews, in British Columbia and Yukon.
<b>APPENDIX "B-2"</b>	Covers hours of work, overtime provisions and rates of pay for all dockworkers and hostlers- Vancouver, BC
<b>APPENDIX "B-3"</b>	Covers hours of work, overtime provisions and rates of pay for all dockworkers and warehouse - Prince George, BC
<b>APPENDIX "C"</b>	Covers hours of work overtime provisions and rates of pay for all Clerical employees
<b>APPENDIX "D"</b>	Covers hours of work, overtime provisions and rates of pay for all 9500 linehaul Owner Operators
<b>APPENDIX "D-1"</b>	Covers hours of work, overtime provisions and rates of pay for all Vancouver City Owner Operators
<b>APPENDIX "D-2"</b>	Covers hours of work, overtime provisions and rates of pay for all 9400 Series Owner Operators, Prince George, BC
<b>APPENDIX "E"</b>	Covers Health & Welfare Plan for Alberta and the Northwest Territories.
<b>APPENDIX "E-1"</b>	Covers Health and Welfare Plan for British Columbia and Yukon
<b>APPENDIX "E-2"</b>	Covers Health and Welfare Plan for all Office Personnel
<b>APPENDIX "F"</b>	Covers Pension Plan for Prairie Teamsters
<b>APPENDIX "F-1"</b>	Covers Pension Plan for Local No. 213
<b>APPENDIX "F-2"</b>	Covers Pension Plan for Local No. 31
<b>APPENDIX "F-3"</b>	Covers Clerical Pension GRSP Plan



**APPENDIX "F-4"** Covers Pension Plan for Employees at Vancouver and Prince George

**APPENDIX "G"** Covers Teamsters Union Industry Advancement Fund

**ARTICLE NO. 3 - UNION SECURITY**

- 3.01 a) The Company agrees to recognize the Union as the sole collective bargaining agent for employees of the Company for whom it has bargaining rights, or for whom it has been granted voluntary recognition in the work categories falling within the area of jurisdiction of this Agreement.
- b) It is recognized by this Agreement to be the duty of the Company, the Union, and the employees to fully co-operate individually and collectively for the advancement of conditions.
- c) The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the trucking industry.
- 3.02 It is agreed that as a condition of employment, each employee shall within seven (7) days of commencing employment hereunder, become and remain, a member in good standing of the Union.
- 3.03 a) Each new employee and Owner-Operator, when hired by the Company, will be informed by the Company that he is to sign an authorization card, authorizing the Company to deduct from his earnings the Union Initiation Fee, Union Dues, and/or other accessorial charges as levied against him by the Union, and so indicated on the monthly check-off list as provided by the Union to the Company. The Company shall remit all such deductions to the Union prior to the fifteenth (15th) day of each month following the month in which the deductions were made. Dues will be payable one (1) month in advance.
- b) Authorization cards shall be furnished by the Union, and shall be in accordance and as prescribed by the applicable Labour Relations Act.
- c) The Company shall furnish to the Union a list of new employees and Owner-Operators taken into employment by the Company, stating the initial date and location, within fourteen (14) days of their being hired, and all such employees and Owner-Operators will be added to the current check-off list. Owner-Operators will be identified on such list.
- d) Preferential Hiring - When additional employees are required within an areas which is not services by a permanently established and operating Union hiring hall, the Company will extend preferential hiring considerations to Teamster Union members who meet the Company's **qualifications** and requirements, and who apply for employment.
- 3.04 **NOTE:** Whenever the term "Owner (lease) Operator" is used in this Article, it means an Owner-Operator who drives his own equipment.

Every motor vehicle and every piece of mobile equipment used by the Company, categories of which are set out in Appendices A, B, and B-1, whether owned by, or hired by the Company, or leased to or by it, or howsoever, shall be operated by employees of the Company, members of the Union, unless—

- a) Such Owner (lease) Operator becomes and remains a member of the Union, in good standing, and be bound by all Company rules and regulations, the same as if he were a Company employee, and
- b) Such Owner (lease) Operator receives equivalent wages and benefits as provided herein to employees of the Company. The Company shall also pay an agreed-upon equipment rental, as arranged between the Owner-Operator and the Company. The above provision may be paid in a composite mileage rate.

3.05 In no event shall there be more than one (1) Owner-Operator on a truck.

3.06 In no event shall the number of linehaul Owner-Operator power units exceed a ratio of one hundred percent (100%) of the Company's linehaul power units. For this purpose, the Company's linehaul power for Local 362 shall be **twenty-two (22)**, (~~twenty-three (23)~~ drivers).

The number of power units for Local 213 shall be five (**5**), (~~four (4)~~ drivers). In Local 31 jurisdiction, the number of power units shall be three (**3**), one (1) of which will be included in the Yukon. The exception to the foregoing being when the increase of equipment on a short-term basis of not more than three (3) months duration. The Company will advise the Union of such short-term lease. This term lease may be extended as agreed between the Parties. In the event the Company reduces the number of highway units within a branch, the Owner-Operators' units shall be the first laid off.

Owner-Operator equipment will not be used when qualified Company employees are available.

Where Owner-Operators and Company linehaul drivers work out of the same terminal, they shall be dispatched in accordance with written local agreed Dispatch Rules. Company drivers trips will not be infringed upon by the extension of Owner-Operator trips beyond the original dispatch point, unless there are no Company men available. However, the Owner-Operator may be turned back to his origin point after his proper rest period. Owner-Operators will not be used in a manner that will cause a layoff of Company equipment and/or Company linehaul drivers.

3.07 Provided that Appendix "D" is complied with, the Company may use -

- 1. single trip lease
- 2. At all terminals, the Company shall maintain the existing number of company operated P&D units. Effective August 1, 1997 the Company shall maintain a base P&D fleet of **twenty-nine (29)** units in Edmonton and **twenty-two (22)** units in Calgary. Included in these numbers are four (**4**) highway units in Edmonton, and five (5) highway units in Calgary.

Provided that eighty percent (80%) of the city P&D employees have begun, or are at work, the Company may use hired cartage and drayage between the hours of 09:01 and 24:00

The above-mentioned highway units shall be deemed available upon completion of their designated highway runs.

Where a suitable Company P&D unit and a regular employee are available, hired cartage will not be re-dispatched to deprive the regular employee of an overtime opportunity, provided the overtime condition *is* not expected to exceed two (2) hours. This overtime opportunity is restricted to regular employees who are at the terminal when the dispatch opportunity arises.

At no time shall the number of hired cartage or drayage exceed fifteen (15) units in Edmonton and five (5) in Calgary.

3. Equipment or men they deem necessary in retrieving wrecks, road failures, or road tests.
4. As provided in 1. and 2. above, the Company will give preference to Union carriers or operators, when they are available. Lists of current Union carriers are to be supplied to the Company annually.
5. The Company will give preference to Teamster carriers when interlining freight, except when the Teamster carrier is a direct competitor.

- 3.08 Except as otherwise herein provided, all storing and handling of merchandise and other goods or materials, including containers, shall be carried on by Owner Operators and employees of the Company, members of the Union, where such work is under the control of the Company.

Shipments transported as "Shippers Load and Count" shall not be considered as work under the control of the Company where the shipment is from one (1) shipper, at one (1) point of origin, loaded into one (1) vehicle or container, consigned to one (1) consignee at one (1) destination, moving on one (1) bill of lading that does not provide for split pickup or split delivery. The shipper is to count, load, brace, block, seal vehicle or container, record seal numbers on the bill of lading, and assume all liability for the count and stowing of the shipment, or any damages resulting therefrom, except in case of fire or wreck while in transit. The consignee or its duly authorized agent is to break the seal on the vehicle or container, record the seal number on the delivery receipt copy of the freight bill, and off-load at his own expense.

- 3.09 In the event the Company introduces or extends piggyback operations over those presently in effect, it is agreed that none of the linehaul drivers employed by the Company in the area affected will be laid off from the linehaul operations as a direct result of the introduction or extension of piggyback operations.
- 3.10 The Company shall not sell or lease equipment which has the effect of evading the terms of this Agreement.
- 3.11 In Company maintenance shops, contracting-out work will not be the cause of layoff of a regular shop employee.
- 3.12 The Company agrees not to convert any current existing **Company-operated terminal(s)** to a third party agency, or any other third party leasing device, or contract out any existing work that would have the purpose of circumventing the current collective agreement through the use of third party agencies.
- 3.13 Supervisors and other employees of the Company outside the scope of this Agreement, shall not perform the regular duties of employees within the bargaining unit.
- 3.14 It shall be a violation of this Agreement for the Company to sell, lease, or rent, any vehicular equipment owned by the Company to an employee.

#### **ARTICLE NO. 4 - PROBATIONARY PERIOD**

- 4.01 a) All newly hired employees and Owner Operators for regular employment shall be considered as probationary employees for the first forty-five (45) days worked from date of hire.
- b) There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off or discharged during the probationary period. However, such employee will not be laid off or discharged for the purpose of forcing an additional probationary period.
- 4.02 An employee shall be classed as a regular employee of the Company when:
- a) he has completed his probationary period,
- b) he makes himself available for full-time employment, or as he may be needed
- c) he has no other outside employment which will in any manner interfere or reflect upon his employment with the Company, and
- d) he has fully qualified in regards to the Company-approved physical examination or other normal Company requirements.

#### **ARTICLE NO. 5 - PART-TIME EMPLOYEES (not applicable to Owner Operators)**

- 5.01 All persons employed to supplement the regular hourly work force, to provide additional help on an incidental basis, to cover peak work periods, shall be classified as part-time employees.
- 5.02 Upon completion of one hundred and twenty-eight (128) hours work within any thirty (30) calendar days, 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.
- 5.03 A part-time employee shall:
- a) be carried on a part-time roster which shall be posted each April 1st and October 1st; where practicable, the part-time employee shall be called in to work according to the part-time employee's position on the roster. During each six (6) month posting period, the part-time employee's position on the roster shall remain unchanged.
- When an employee has outside gainful employment for wages of thirty (30) hours or more per week, at the next posting period such part-time employee shall not be carried on the part-time roster ahead of an employee who has no outside gainful employment.
- Where part-time employees without outside gainful employment are unavailable for work on a day, a part-time employee with outside gainful employment may be called in to work on that day.
- b) be given first opportunity to qualify as a regular employee as openings become available, and shall receive the appropriate rate of pay.
- c) not drive trucks or other mobile equipment, except when regular employees are unavailable for duty

- d) not be called in to work outside of an established shift if regular employees are available and willing to accept the work.

5.04 Clerical Part-time Employees - a clerical part time employee shall:

- a) be hired on an incidental or temporary basis or for the purpose of performing such work loads on a part-time basis, as is common to the Motor Carrier Industry.
- b) not be covered under the Health and Welfare Plan.
- c) Upon completion of one hundred and twenty-eight (128) hours work within any thirty (30) consecutive calendar days an employee shall be 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.

#### **ARTICLE NO. 6 - WORKING AGENTS**

6.01 A working agent at small and/or remote Company maintained terminals shall be considered as such:

- a) He shall be an employee of the Company.
- b) He shall be used by the Company only at such small and/or remote locations where the Company's volume will not support, and the Company does not employ, more than four (4) employees, including the working agent.
- c) He shall be a member of the Union, but ~~otherwise~~ excluded under the terms and conditions of this Agreement, except that the monthly or annual remuneration or benefits to him by the Company shall be in an amount resulting in not less than he would otherwise receive under the terms of this Agreement.

#### **ARTICLE NO. 7 - AGENCIES**

7.01 At points where the Company does not have a terminal, the Company may utilize the services of an Agency to handle freight at those points.

7.02 The Company will give preference to a member of the Teamsters Union, or a Company whose employees are members of the Teamsters Union, where such member of Company is available to act as an Agency at that point.

#### **ARTICLE NO. 8 - LEADHAND**

8.01 The necessity of the classification of a Leadman (Chargehand) shall be at the discretion of the Company, and he shall be a regular employee who shall direct the work ~~of~~ the others, while performing the same work himself. He shall not have the authority to directly hire, fire, suspend, or discipline employees.

- a) He shall be a member of the Union.
- b) Seniority in the unit shall prevail for layoff purposes.
- c) Where the Company designates that a Leadman (Chargehand) is required, a bid will be posted and the position will be filled with a qualified person that applies for the position.

- d) The Company shall have full discretion in the selection of the Leadman (Chargehand), however when qualifications are equal in every respect, the most senior man will be given preference. Such bids for that position will be posted for forty-eight (48) hours at that location.

#### ARTICLE NO. 9 - MANAGEMENT RIGHTS

- 9.01 The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects, and in accordance with its commitments, and to alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with this Agreement.
- 9.02 The Company shall always have the right to hire, and to discipline, demote, or discharge employees for proper cause.
- 9.03 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. However, the Company will provide thirty (30) days advance notice, if possible, to the directly affected employees and the Union, of a terminal closure or re-domiciling of a linehaul driver unit.

#### ARTICLE NO. 10 - GENERAL

- 10.01 The Company will provide bulletin boards at its terminals, on which to post changes in Company rules and regulations, and on which the Union may post necessary notices to its members. All Union notices are to be dated and signed by an official of the Union.
- 10.02 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 work history. However, the incident causing such written reprimand or warning letter will not be taken into account to compound other disciplinary action taken against the employee if the incidents are unrelated, or if such written reprimands or warning letters are more than twelve (12) months old.
- 10.03 The Parties hereto recognize all the clauses and stipulations of this Agreement are subject to grievance procedures except as otherwise provided herein.
- 10.04 The Union shall appoint or elect Shop Stewards from regular employees who have completed their probationary period, and shall notify the Company in writing of the appointment or election. The Company shall only recognize such Shop Stewards when notified in writing by the Union, and shall not discriminate against them for lawful Union activity.

The Union shall supply the Company Labour Relations Department on or about each January 1, with a list of the employees acting as Shop Stewards. Such list will indicate the name of the employee, and the location.

Shop Stewards will suffer no loss of regular pay when processing grievances under Steps 1 and 2 of the Grievance Procedure.

The Company will notify the Union prior to the dismissal of any Shop Steward.

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

- 10.06 This Agreement shall be binding upon the Parties hereto or 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 without recourse to the vending company, continue to be subject to the terms and conditions of this Agreement, for the life thereof.
- 10.07 Where the Company is currently making car parking space and/or plug-in outlets available for their regular employees, this practice shall not be discontinued. At newly constructed terminals, plug-in outlets where necessary, and car parking space will be made available to regular employees.
- 10.08 When an employee meets with a personal injury while on duty, which prevents him from completing his shift, and the injury requires medical care, the employee will be compensated for the full shift on that day.
- 10.09 It shall not be a violation of this Agreement for an employee to post the Teamsters Union Label in a conspicuous place in the cab of the vehicle or equipment he is operating. The said label is to be of a size not in excess of three inches by four inches (3" x 4"). Said label is not to be attached to any glass area.

#### **ARTICLE NO. 11 - CONSTRUCTION SITE EMPLOYMENT**

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

#### **ARTICLE NO. 12 - HEALTH and WELFARE PROTECTION**

- 12.01 When an employee goes off work ill, or on Compensation, or a grievance is invoked on his discharge, the Company shall continue to pay his Health and Welfare fees and Union dues for a maximum of three (3) months, so that at all times the employee shall be protected to the utmost. At the end of three (3) months, the affected employee must clear up his deficit, and upon so doing he will be eligible for a further three (3) months protection. When an employee returns to work, the Company shall deduct from his earnings any monies the employee would normally have paid. In the event an employee does not return to work, and the employee refuses or neglects on demand at his last known address to make restitution for such monies normally paid by the employee, the Union shall then reimburse the Company for said amount.
- 12.02 The employee shall be notified when he is three (3) months in arrears, and the period of such coverage shall exceed twelve (12) months only by mutual agreement of the two (2) Parties.

#### **ARTICLE NO. 13 - BEREAVEMENT LEAVE**

- 13.01 Regular employees shall have bereavement leave entitlement as follows:

When death occurs to a member of a regular employee's immediate family, the employee will be granted upon request bereavement leave on any of his normal working days that occur during the three (3) days immediately following the day of death.

In the event the funeral is held on an employee's regular work day other than the three (3) days immediately following the day of death, the employee will be granted upon request leave on that day to attend the funeral.

The employee will be compensated at his regular straight time hourly rate for hours lost from his regular schedule for the bereavement leave in the three (3) working days immediately following the day of death.

Provided the employee attends the funeral, and that day is one other than one of the three (3) days immediately following the day of death, the employee shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule on the day of the funeral.

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

Step-father and step-mother will be recognized provided such step-father or step-mother had the status of the employee's father or mother.

In the event of the death of the employee's grandfather or grandmother, or the employee's spouse's grandfather or grandmother, the conditions of this Article will apply only if the employee attends the funeral.

**NOTE:** The "Spouse" of the employee shall be defined as the spouse on record with the Company's Personnel Department.

- 13.03 Subject to the foregoing, linehaul drivers shall be compensated for hours lost at the work time rate. This shall not exceed ten (10) hours per day.
- 13.04 The Company may require an employee to provide proof of death of a member of the immediate family. Such proof will include place, time and date of death

#### **ARTICLE NO. 14 - JURY DUTY**

- 14.01 Any regular full-time employee who is required to perform Jury Duty, or is required to appear as a witness in a court action resulting from an incident which directly involved the employee and the Company, during the employee's regular work day, will be reimbursed by the Company for the difference between the pay received for Jury Duty, or Witness Fee, at his regular straight time hourly rate of pay for his regular scheduled hours of work.
- 14.02 It is understood that such reimbursement shall not exceed eight (8) hours per day, and shall not exceed forty (40) hours per week, for hourly paid employees. For linehaul drivers, the maximum reimbursement shall not exceed ten (10) hours per day, and shall not exceed fifty (50) hours per week. All such pay shall have deducted from it all pay received for Jury Duty or Witness Fee, whichever applies.
- 14.03 The employee will be required to furnish proof of Jury service or Witness attendance, and Jury Duty pay or Witness fee received. Any employee on Jury Duty, or called as a witness, or called for Jury Duty selection, shall subject to this provision make himself available for work, provided the Witness duty, Jury duty selection or Jury duty performed on any given day allows him time to report for work before his regular shift is completed. In any case, the employee will be allowed eight (8) free hours before being required to attend for Jury Duty, Jury selection, or Witness. If and when the employee is required to appear as a witness, perform Jury duty or appear for Jury selection, and those functions take a full day, the employee will not be required to report for duty until having had a full eight (8) hours off duty.



## ARTICLE NO. 15 - TRAINING

15.01 When, by mutual agreement between the Company and the Union, there is a need to train inexperienced people to fill driving positions in the Company, such program and compensation shall be by mutual agreement between that Local Union and the Company.

If an employee requests appropriate equipment for test purposes to upgrade his license, or for license renewal, it shall be provided by the Company, if and when available.

14.02 Employees who suffer the loss of their drivers' license for non-medical reasons shall be allowed, upon written request to the Company, the opportunity to take a leave of absence for a period not to exceed nine (9) months. Such employee shall be allowed to bid, according to his seniority, a vacant position within his seniority unit. The employee may only take advantage of this Section once while in the employ of the Company.

## ARTICLE NO. 16 - PHYSICAL EXAMINATIONS

16.01 If the Company requires that job applicants have a physical examination prior to hiring, such examination shall be made by the doctor chosen by the Company, and the cost of such examination shall be borne by the Company.

16.02 Drivers that have completed one (1) or more years of employment with the company, and who are required to take Government physical, or I.C.C. medical examinations for the purpose of their vehicle operators license, will upon receipt of their doctor's report, make it available to the Company for copying. The Company will then reimburse the driver the cost of such physical examination, upon presentation of a receipt showing the driver has paid for such examination.

16.03 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, and for any time *lost* as a result thereof during his normal working hours.

Any employee taking a physical or medical examination outside his normal hours of work, will be compensated with two (2) hours pay at his regular hourly rate.

16.04 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.

- 16.05 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 favor of the employee, and the employee is fit to return to his former classification.

Hourly paid employees shall be compensated at the rate of eight (8) hours per day, with a maximum of forty (40) hours per ~~week~~. For linehaul drivers, the compensation shall be at the rate of ten (10) hours per day, with a maximum of fifty (50) hours per week.

- 16.06 The expense of employing a disinterested medical examiner shall be borne half by the Union, and half by the Company. Copies of such medical examiner's report shall be furnished to the Company, and to the employee.
- 16.07 If the Company requests the driver to upgrade his license, the appropriate equipment will be provided for test purposes, and the driver will receive his regular rate of pay during the test period.

#### ARTICLE NO. 17 – SENIORITY

- 17.01 The principle of seniority shall be maintained in the reduction and restoration of the working force, providing the senior man is capable of performing the remaining job.
- 17.02 Any employee wishing to transfer from one unit to another unit, will make application to the Company in writing, and will be given preference over a new applicant provided he can meet the Company qualifications.

When an employee transfers from one unit to another unit, he may retain his seniority in his former unit for a maximum of thirty (30) calendar days.

In the event the specific job that the employee transfers to is discontinued within one hundred and eighty (180) calendar days, and there is no alternate work in the unit for such employee, he may return to his former unit and maintain his previous seniority status in that unit. This proviso does not apply to a layoff for lack of work, and is restricted specifically to a job discontinuance.

- 17.03 On the linehaul, seniority shall prevail for the purpose of bidding, **but** there shall be no job bumping privileges except as provided in a), and b), immediately following:
- a) All new runs, or vacancies on existing runs, are subject to seniority, and shall be posted in a conspicuous place for seven (7) days for bids.
- b) In the event the Company discontinues a bid run, or curtails the number of power units on a bid run for an indefinite period of time, the driver reduction on such run will be by seniority order, with the least senior driver being the first affected.
- In the event the bid run discontinuance or curtailment is for a period of less than sixty (60) calendar days, the drivers shall return to their original runs as work becomes available. If the discontinuance or curtailment is for a period in excess of sixty (60) calendar days, the runs shall be considered as new runs, and subject to the bidding procedures as they become available.
- c) In the event that shortage of work at a terminal causes layoff, the junior drivers at that terminal shall be subject to layoff, They may however, exercise their seniority as provided in Article No. 5.06.

17.04 In the city or maintenance shop work, all vacancies will be posted for forty-eight (48) hours for bids. Seniority shall prevail for shift preferential, new jobs, or vacancies, provided the employee is qualified. There shall be no job bumping privileges, except in the case of senior employees being displaced on their shifts by a layoff or shift discontinuance, the senior employees may exercise their seniority over junior employees in the same unit, and be placed on a shift of their choice. The senior employees may only exercise this preference once in each case of layoff or shift discontinuance.

In the event the layoff or shift discontinuance is for a period of less than thirty (30) calendar days, the employees affected must resume their normal shifts as work becomes available. However, if the layoff or shift discontinuance is for a period in excess of thirty (30) calendar days, the shift openings shall be considered new jobs as they become available and subject to posting and bidding as provided herein.

Where there is a temporary absence of an employee on a regular shift for reasons other than vacation, and it is known that this absence will be in excess of fifteen (15) working days, the Company will post this shift for bid as a temporary vacancy.

When the absent employee returns to work, all the employees that changed position due to the bidding process created by the temporary absence, will return to the position held prior to the bidding process. In the event the absent employee does not return to work, the position bid and awarded shall be considered permanent.

17.05 In all bids referred to in this Article, the Company will designate the successful bidder or bidders except when the employee is on vacation or on days off, or otherwise prevented from bidding, and when he returns he will be given an opportunity to bid. If senior bidders are not assigned, the reasons thereto will be given to such senior employees

17.06 In the event that none of the regular employees excluded from the **call-as-required** proviso bid the posted shift, the Company will designate that shift is assigned to junior qualified **call-as-required** employee(s). Upon assignment of the bid, such employee will be removed from the call-as-required status.

17.07 Within each Terminal, the Company will post and maintain Seniority Listings. Such up-to-date listings will be posted **as** of April 1st and October 1st of each year. Copies of current lists will be provided to the Local Union and the Company Labour Relations Department.

17.08 Any employee wishing to protest his seniority date must do **so** by formally reducing his protest to writing, and submitting same to his supervisor, and the Union, within thirty (30) days of the posting of the Seniority List **on which** his name first appears.

17.09 In all Provinces and Territories, seniority shall be branch wide, and five (5) separate groups or units for seniority purposes shall be recognized. Lists will be made **up** as follows:

- a) **Linehaul drivers** - a Master Seniority List made up of all Linehaul drivers by terminal, area, or jurisdictional area, dependent on the Seniority provisions established under Article No. 5.04 A.
- b) **Terminals** - that terminal's master seniority list will include all **short-line** and city pickup and delivery drivers, and **dockmen**.
- c) **Shop employees** - that shop's master seniority list will include all that shop's hourly paid contractual employees.

- d) **Clerical**
- e) **Owner Operators**

17.10 Each seniority list will contain the name of the employee, and the official date he became employed as a regular employee of that unit.

#### **ARTICLE NO. 18 - LAYOFF PROCEDURES**

18.01 Junior regular city P&D and/or dock employees may work on a "call as required" basis, to supplement established shifts within their seniority unit. Such employees shall not be subject to the regular shift proviso as outlined in Article ~~No.~~ 8.11 of this Agreement, but shall be subject to all other conditions provided in this Agreement for regular employees. The number of employees subject to this "call as required" proviso shall not exceed fifteen percent (15%) of the number of employees within the seniority unit not on layoff, rounded to the nearest whole number. Employees designated as "call as required" will be posted as such.

Terminals with five (5) or less employees will have one (1) employee on the "call as required" basis.

In the event such employee is called, and reports for work, he shall be guaranteed a minimum of four (4) hours work, and if he works in excess of four (4) hours, he shall be guaranteed six (6) hours, work. If he works in excess of six (6) hours, he shall be guaranteed eight (8) hours work. For such employees, there must be a rest period of not less than eight (8) hours between shifts, and they shall not be required to work more than one (1) shift in a twenty-four (24) hour period. In the event all regular employees have been called for the work that is available, and more manpower is required, part-time employees may provide the required manpower, however part-time employees working on the same shift as "call as required" employees will be the first booked off the shift as the requirement for manpower reduces.

18.02 Any employee laid off for lack of work shall be placed on a recall list in accordance with the following schedule.

- a) Employees who have completed their probationary period up to five (5) years of continuous service with the Company, in one or more of the seniority units – six (6) months
- b) Employees with five (5) or more years of continuous service with the Company, in one or more of the seniority units – twelve (12) months

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, except in the case where the layoff is a direct result of a labour dispute involving another company, in which case, seniority will be carried for twelve (12) months, and termination of employment will be effective at the expiration of the twelve (12) months for such employees.

18.03 Employees recalled to work following a layoff shall be informed 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 in writing of any changes of address or telephone number.

## **ARTICLE NO. 19 - CLOSURE and SEVERANCE**

- 19.01 In the event of closure of a Company terminal, the Company will provide written notice of closure to the affected regular employees, and the Local Union, via registered mail, twenty-eight (28) days prior to the closing date.
- 19.02 When the recall period expires for a regular employee who has been placed on layoff status in accordance with Article No. 5.06 (C), the employee will be notified in writing, via registered mail, twenty-eight (28) days prior to expiry of the recall period.
- 19.03 In the event that closure of a terminal or expiry of a recall period results in termination of employment, regular employees with one (1) or more completed years of continuous service as of the date of layoff, are eligible for severance pay at the rate of two (2) days for each completed year of continuous service, subject to a minimum of five (5) days severance pay.
- 19.04 After serving six (6) consecutive months of layoff, a laid off regular employee may make written application to the Company for termination and final payout, in accordance with Article No. 5.07 (C) above. The laid off employee must irrevocably waive, in writing, any right to recall and must make written application for termination of employment.
- 19.05 For purposes of this Article, one (1) day's pay for linehaul drivers is ten (10) hours pay at the work-time rate

## **ARTICLE NO. 20 - TRANSFER DUE TO HEALTH REASONS**

- 20.01 If any employee, because of health reasons, must seek employment within another unit, and if qualified for the work in the new unit, the employee will be given seniority status by applying his previous experience with the Company in the work of the new unit as follows:
- His full experience in months, in the work of the new unit, will apply back from the present day of hire into the new unit. This provision shall only apply once in each unit of seniority with the history of the employee.

## **ARTICLE NO. 21 - TERMINATION of SENIORITY**

- 21.01 Seniority, once established for an employee, shall be forfeited and his employment terminated under the following conditions;
- a) if he voluntarily quits,
  - b) if he is discharged for proper cause,
  - c) if he fails to report for duty after a layoff in accordance with Article No. 5.06 D, and/or
  - d) in accordance with 18.03 above.

## **ARTICLE NO. 22 - OVERTIME and PART-TIME WORK**

- 22.01 Shift overtime shall be allocated, wherever possible, on the basis of seniority, on a voluntary manner, provided the man is capable of doing the job, however, upon reaching the bottom of the list with respect to seniority, the junior employee shall be required to work the overtime.

Seniority for such overtime is deemed to mean the senior man whose shift ends at the time the overtime commences.

No employee shall be required to work overtime in excess of six (6) hours per week.

22.02 Part-time employees, or hired cartage, will not be used for the purpose of depriving regular employees of their regular hours of work on their regular shifts.

22.03 If a regular employee is informed before his quitting time that there is no work available for him on his next shift, there shall be no part-time employees worked on his shift on that day he is laid *off*. The principle may be advanced on a daily basis.

#### **ARTICLE NO. 23 - LEAVE of ABSENCE**

23.01 When the requirements of the Company's services 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. Under such leave, the employee shall retain and accrue seniority only.

23.02 Such leave may be extended for an additional period of thirty (30) calendar days when approved by both the Company and the Union, in writing, and seniority will accrue during such extension.

23.03 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 rights, his name will be stricken from the seniority list, and he will no longer be considered an employee of the Company.

23.04 An employee requesting a leave of absence for compassionate reasons will be given special consideration, and may be required to substantiate the reason for such leave before returning to work. Any violation of this provision will be subject to disciplinary action.

23.05 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 forty-eight (48) hours written notice is given to the Company by the Union, specifying the length of time off.

23.06 An employee shall be entitled to a child care leave in accordance with the Canada Labour Code Part III.

23.07 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 sphere of the bargaining unit, he may retain his seniority for a maximum of ninety (90) calendar days within the former unit.

Employees who have been granted such leave of absence must remain a member of the Union, and be covered by the Health and Welfare Plan provided in this Agreement, for the duration of such leave.

When an employee receives such leave of absence, notice **will** be posted on the terminal bulletin board advising the effective dates of such leave.

- 23.08 At the end of this period of ninety (90) calendar days, the employee must exercise his seniority rights by returning to his former unit, or relinquish all such seniority rights. Should the employee return, or be returned, to the bargaining unit for any reason, he must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising that privilege again.

#### ARTICLE NO. 24 - SAFETY CONDITIONS

- 24.01 The Company and Employees have a duty and obligation to meet or exceed all safety standards and regulations. This will be achieved through the cooperation of employees at all times.

No employee shall be discriminated against for reporting any observed safety hazard or for exercising their right to refuse unsafe work procedures or the operation of unsafe equipment. It shall be the responsibility of each employee to report any observed or potential safety hazards promptly to their supervisor in the manner prescribed by the Company.

It is to the advantage of the Company and employees and it shall be a requirement to participate in orientation, training and ongoing initiatives, and to fully cooperate with supervisory checks and third party audits that are carried out to determine compliance to safety standards. It is mutually agreed the Company and employees will focus on education and the elimination of potential hazards associated with all activities, and that safety and the environment will remain a priority above all else.

Employees are required to keep their work area and equipment clean and orderly at all times, including ensuring items are properly stowed and secured.

- 24.02 The Company shall furnish all facilities with First Aid provisions as prescribed by prevailing legislation including the required number of First Aid trained employees.

#### ARTICLE NO. 25 - PAY and WORK CONDITIONS

- 25.01 All employees covered by this agreement shall be paid for all time spent in the employment of the Company. Where mandated by government legislation and/or regulation to maintain certification and/or licensing to practice his or her occupation, an employee's absences from work for certification, re-certification or upgrading are not paid time. All training required by the Company for dangerous goods, and/or other company-required certifications, shall be considered as work time, and paid for under the applicable provision of the collective agreement.
- 25.02 Pay time shall be computed from the time designated when the employee is ordered to report for duty or registers in, whichever is the later, until he is effectively released from duty.
- 25.03 The rates of remunerations as listed in this Agreement are considered as minimum rates, and shall not preclude payment or premium rates at the discretion of the Company.
- 25.04 Any regular employee operating equipment on a regular basis which entitles him to differential or premium pay, this differential or premium pay will become part of his regular hourly rate of pay, and shall be paid on all General Holidays. Any other employee receiving a differential or premium pay on a regular basis, this differential or premium pay will become part of his regular hourly rate of pay, and shall be paid on all General Holidays.
- 25.05 Hours of work, and rates of remunerations, are outlined in the separate Appendices hereunto annexed and forming part of this Agreement.

25.06 All regular 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.

25.07 The Company shall provide each employee covered by this Agreement with a separate and detachable, written or printed, itemized statement in respect of all wage payment made to such employee. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total miles driven, the total overtime hours worked, the total wages applicable, and all deductions made from the gross amount of wages.

Copies of processed pay claims for linehaul drivers will be supplied to the linehaul drivers with their pay, with explanation of any alterations. Copies of hourly paid employees' time cards will be retained at the employee's place of employment, and will be made available for scrutiny *in* the event of a disagreement in regard to his pay. Explanation of any alterations made to said time cards will be attached to the altered card.

25.08 Prior to an employee leaving on annual vacation, he shall receive vacation pay, on a separate cheque, in accordance with Article No. 29 of this Agreement, for that period of time that he will be on vacation, provided that he takes his vacation at the time stipulated as per Article No.29. However, if his vacation time is not posted, or if he changes his vacation to a time other than that which is posted, it will be required that the employee provide at least two (2) weeks notice prior to leaving on vacation if he is to receive vacation pay in advance. Failing this, he will receive his vacation pay on the first regular payday following his return to work.

25.09 The Company shall provide each employee with a computation of vacation pay accrued, not less than once annually. Said computation to be available to the employee within thirty (30) days after completing each year's service for vacation purposes

25.10 If an error occurs in the payroll computation of an employee's paycheque, and the amount is equal to one day's pay or more, he shall be entitled on request to receive same as soon as practicable, but not later than the week following the payday on which the error was reported. If an employee improperly completes his time card or pay claim, or does not turn them in immediately on completion of his trip or tour, any pay so affected will be included with the next regular pay period.

25.11 Regular hourly paid employees shall be notified before quitting time if they will not be required to work their next regular day.

25.12 When a regular terminal or maintenance shop 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 from his regular starting time, except as provided in Appendix "B".

25.13 When an employee from a higher rated classification is required to work temporarily, or until re-classified, at a lower rated classification, he shall continue to be paid at the rate paid for the higher rated classification. When an employee from a lower rated classification is required to work for two (2) hours or more per day in a higher rated classification, he shall be paid for the entire day at the higher rated classification.

25.14 There shall be no "split shifts", and the hourly paid regular employee's work week must be designated to him on the last day of the preceding work week. An employee shall have the same starting time for each day of the week, Monday through Friday, however the employee's shift may be changed during the week only in accordance with the provisions of Article No. 5.06 B.



In the event of failure to post or give such notice, it shall be presumed that the time of his shift for the following week shall be the same as the current week. Any hours worked prior to his regular starting time, or after his regular quitting time, in excess of eight (8) hours in that day, shall be paid for at the overtime rate.

In the event a regular employee working on a "call as required" basis in accordance with Article No 18, works only four (4) hours in a shift, he will then be offered additional work, if available, on the same day, ahead of junior "call as required" and part-time employees, in order to complete an eight (8) hour day. There will be no call-in guarantee in addition to the second (2nd) and fourth (4th) hours for such employee, if he accepts the additional work, and such employee will be entitled to overtime pay after a total of eight (8) hours work in a day.

#### **ARTICLE NO. 26 - OTHER AGREEMENTS**

26.01 No employee shall be asked to make a written or verbal agreement with the Company, covering hours of work, wages, or conditions, during the term of this Agreement

#### **ARTICLE NO. 27 - BREAKS**

- 27.01 a) **Meal Periods** - Hourly rated 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, in any one (1) day. No employee shall be required to take more than a thirty (30) minute meal period, except when instructed to take one (1) hours between the hours of 12:00 noon and 1:00 p.m..
- b) When a city pickup and delivery driver is instructed to stay with his equipment in a lineup, waiting to load or unload, during his lunch period, such time shall not be deducted from his total hours worked in that day.
- c) No employee shall be compelled to take his lunch period before he has been on duty three and one-half (3½) hours, or after he has been on duty five (5) hours.
- 27.01 a) **Coffee Breaks** - An hourly rated employee shall be entitled to one (1) break not in excess of fifteen (15) minutes, during both the first half and second half of any shift.
- b) When an hourly rated employee is required to work overtime of more than thirty (30) minutes, but less than two (2) hours, that employee shall enjoy the option of, but shall be entitled to, a paid break, not in excess of fifteen (15) minutes, after completion of the straight-time shift worked, provided the break is taken, and that work is performed in the Company's terminal, maintenance shop, yard areas, or as otherwise specifically directed by the Company,
- c) When an hourly rated employee is required to work overtime which is to exceed two (2) hours, that employee shall enjoy the option of, but shall be entitled to, a paid meal break not in excess of thirty (30) minutes, after completion of the straight-time shift worked, provided the break is taken, and that work is performed in the Company's terminal, maintenance shop, yard area, or as otherwise specifically directed by the Company.

## ARTICLE NO. 28 – UNIFORMS and PROTECTIVE CLOTHING

28.01 The Company agrees that if an employee is required to wear any kind of uniform as a condition of employment, such uniforms shall be furnished and maintained free of charge, by the Company.

However, the employee must furnish at his own expense, suitable clothing, shoes, gloves, and winter weather protective clothing, in order to perform his job efficiently and safely.

28.02 Any employee physically handling substantial volumes of fish, meat, frozen butter, hides, creosoted commodities, spun glass, lamp black, barbed wire, acids, dirty oil drums, or ore concentrates in bulk, shall be provided with gloves, rubber or leather aprons, and either coveralls or smocks, as deemed appropriate and safe for the handling of the specific commodity.

28.03 Any employee who is exposed to a hazard by reason of handling toxic or noxious chemicals, shall be provided with adequate protective clothing and safety equipment as required by Workers' Compensation Board regulations, and shall wear such as necessary while handling these commodities.

28.04 When an employee is required to handle sides or quarters of beef or pork, of a size that cannot be safely handled by one man, he shall be supplied necessary assistance which shall be arranged prior to his departure from the terminal.

28.05 Company established hostlers, when required, shall be provided with two (2) pairs of clean, reflective coveralls per week. These hostlers shall also be provided with an insulated parka. Maintenance shop employees shall be provided with three (3) pairs of clean coveralls per week. The cost of these coveralls and parkas shall be borne by the Company

28.06 Effective January 1, 2004, the Company shall reimburse all regular employees who were on the payroll as of January 1, 2004 and every January 1 thereafter, seventy-five dollars (\$75.00) per calendar year, towards the purchase of CSA approved safety shoes or boots, upon the written submission with proof of purchase by the employee

28.07 Effective January 1, 2006 the Company shall reimburse all regular employees who were on the payroll as of January 1, 2006 and every January 1 thereafter, one hundred dollars (\$100.00) per calendar year, towards the purchase of CSA approved safety shoes or boots, upon the written submission with proof of purchase by the employee

In order to purchase a higher quality of boot, an employee may combine two (2) years of Safety footwear allowance.

## ARTICLE NO. 29 – VACATIONS

29.01 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.

29.02 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.

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.

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.

- 29.03 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.
- 29.04 a) All employees shall receive two (2) weeks vacation with pay after the completion of each calendar year of continuous service with the Company.
- Payment for such vacation shall be in the amount equal to four percent (4%) of the wages paid that employee during the year in which he qualifies for such vacation OR
- b) All employees who have completed three (3) calendar years of continuous service with the Company shall receive in the next succeeding year of employment and each year thereafter, three (3) weeks vacation, with pay in an amount equal to six percent (6%) of the wages paid that employee during the year in which he qualifies for such vacation.
- c) All employees who have completed nine (9) calendar years of continuous service with the Company shall receive in the next succeeding year of employment and each year thereafter, four (4) weeks vacation, with pay in an amount equal to eight percent (8%) of the wages paid that employee during the year in which he qualifies for such vacation.
- d) All employees who have completed fifteen (15) calendar years of continuous service with the Company shall receive in the next succeeding year, and each year thereafter, five (5) weeks vacation, with pay in an amount equal to ten percent (10%) of the wages paid that employee during the year in which he qualifies for such vacation.
- e) All employees who have completed twenty-one (21) calendar years of continuous service with the Company, shall receive in the next succeeding year, and each year thereafter, six (6) weeks vacation, with pay in an amount equal to twelve percent (12%) of the wages paid that employee during the year in which he qualifies for such vacation.
- 29.05 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.
- 29.06 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 29.07, 29.08 & 29.09 below
- 29.07 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.

29.08 During the Company's prime season, May 15 to October 31, 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.

29.09 The following classifications will be recognized as separate groups for determining allocation of vacation:

- a) dockmen and hostlers
- b) pickup and delivery drivers
- c) linehaul drivers
- d) maintenance shop employees
- e) Clerical by classification

29.10 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.

29.11 For the purpose of filling temporary vacancies during vacation periods, the Company shall maintain a list on which the employees desiring to fill such vacancies can place their names. Qualified employees on such list will have the first right of refusal of filling such vacancies in seniority order.

29.12 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.

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

#### **ARTICLE NO. 30 - VACATION RELIEF EMPLOYEES**

30.01 All employees who are hired for vacation relief during the vacation season (May 15 to October 31) shall be regular employees, classified as vacation relief employees. However, any such laid off vacation relief employee shall be given the opportunity to have his name placed on the part-time employee roster in accordance with his last date of hire. When such an employee is laid off, during, or at the end of, the vacation season, Article No. 18, 21 and 22 will not take effect.

30.02 The Company may hire "vacation relief" employees during the vacation season (May 15 to October 31) to supplement the linehaul drivers work force. The Company must first post any such openings for any qualified P&D drivers or dockmen, at the domicile terminal, who may wish to fill that vacancy during the vacation season. All employees who are hired for vacation relief during the vacation season, shall be regular employees. However, any such laid off vacation-relief employee shall be given the opportunity to have his name placed on the terminal part-time employee roster, in accordance with his original date of hire. When such employees are laid off during or at the end of the vacation season, Articles No. 18, 21 and 22 will not take effect.

Said employees will not be eligible for the terms and conditions of the Health and Welfare benefits. However, the start date of their vacation relief shall be used when determining the eligibility period should the employee advance to full-time status.

**ARTICLE NO. 31 - GENERAL HOLIDAYS**

31.01 All employees who have completed 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

- 31.02 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.
- 31.03 In no event, shall any employee be entitled to more than ten (10) paid General Holidays, annually.
- 31.04 Regular hourly rated employees will receive eight (8) hours pay, at their regular hourly work time job classification rate for the General Holidays as listed. Linehaul drivers will receive ten (10) hours pay.
- 31.05 Regular employees shall be entitled to General Holiday pay for the specified Holiday, subject to the following qualifications:
- a) An employee shall not be entitled to receive pay for any General or Civic Holiday where such Holiday falls while the employee is on expressed leave of absence for any reason whatsoever, or is absent on Weekly Indemnity or Compensation.
  - b) Employees who have been laid off for lack of work, and return to work within thirty (30) days of a General Holiday which took place while they were on layoff, will be entitled to pay for this General Holiday, UNLESS they terminate employment within thirty (30) days of their return to duty.
  - c) Part-Time employees shall receive pay for the aforementioned General Holidays based upon the average of the preceding twenty (20) days to the General Holiday.
  - d) By mutual agreement the Company and the employees scheduled to work may exchange a Monday holiday for a Sunday with the stated purpose of giving the employees involved three (3) consecutive days off.
- 31.06 In the event a regular employee is requested to work on his General Holiday, he shall receive the rate of pay as stipulated in this Agreement, in addition to the rate as prescribed for the General Holiday.
- 31.07 When a Statutory Holiday to which an employee is entitled falls within that employee's vacation period, the employee will have one extra day vacation remaining in their earned Vacation Bank. The remaining day should normally be taken at the beginning or end of the vacation, however may be taken at another time agreed-upon between the employee and his/her Supervisor.
- 31.08 In the event a General Holiday falls during an employee's vacation, the employee will be allowed, upon request and consistent with the efficient operation of the business, a day off without pay in lieu of such Holiday, either immediately preceding or immediately following this vacation period.

**ARTICLE NO. 32 - OTHER UNION CONTROVERSY**

- 32.01 The Union agrees that, in the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement, and the Union will not participate in any sympathetic cessation of work or slowdown program, while the controversy is being settled.
- 32.02 It shall not be a violation of this Agreement, or cause for discharge of any employee, in the performance of his duties to refuse to cross a legal picket line, recognized by the Union.
- The Unions shall notify the Company as soon as possible of the existence of such recognized legal picket line.
- 32.03 During the life of this Agreement, there shall be no lock-out by the Company, or any strike, sit-down, slow-down, or work stoppage, or suspension of work, either complete or partial, for any reason by the Union.
- 32.04 If a dispute arises as the result of the employees of the Company handling or transporting any commodities for a company or business that is being legally picketed by a Local Union of the Teamsters, the Company and the Union shall immediately meet with the objective of arriving at a mutually satisfactory solution.

**ARTICLE NO. 33 - VALIDITY of ARTICLES**

- 33.01 If any Articles of this Agreement or of any supplement 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 should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or of any supplement thereto, or the application of such Article 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.
- 33.02 The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions, in effect prior to certification by the Union, and/or the time of the Company and the Union signing the first collective Agreement covering that Company and/or scope of operations, shall be maintained at not less than the highest standards in effect at the time of signing of that Agreement.

**ARTICLE NO. 34.01 - GRIEVANCE PROCEDURE**

All questions, disputes, and controversies arising under this Agreement, or any supplement hereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided by this Article, unless otherwise expressly provided in this Agreement.

The procedure for such adjustment and settlement shall be as follows:

- STEP 1 -** Any grievance of an employee shall first be taken up between such employee and the Company supervisor. However, such employee will be entitled to be accompanied by a Shop Steward or Union representative.

Time limit to institute a grievance:

Termination or layoff - ten (10) days  
All others - thirty (30) days

**STEP 2 -** Failing settlement under Step 1, such grievance shall be taken up between the Company supervisor, and a Shop Steward or Local Union representative. Step 2 must be completed within ten (10) calendar days from the completion of Step 1

**STEP 3 -** Failing settlement under Step 2, the grievance shall be taken up in a presentation to a Grievance Board, hereinafter referred to as the "Board", consisting of two (2) Union representatives, selected by the Union, and two (2) Company representatives appointed in writing, by an officer of the Company.

All members of this Board shall have been duly appointed and so authorized, that any settlement arrived at by this Board on a specific grievance shall be final and binding.

Except by written mutual agreement between the Union and the Company providing for an extension of time, Step 3 must be completed within ten (10) calendar days from the completion of Step 2.

In all such grievance procedures, the Union representative shall act in the capacity of Chairman of the meetings, and the Company representative shall act in the capacity of Recording Secretary.

All copies of all minutes shall be signed and dated by both the Union and the Company.

**STEP 4 -** Prior to proceeding to arbitration, the grieving party can request and if mutually agreed, that the grievance be referred to the Canadian Joint Grievance Panel Inc., established for this purpose by the Employer and the Union. The grieving party will advise the other party in writing of its intention to proceed to The Canadian Joint Grievance Panel Inc. within fourteen (14) days after completion of Step II of the Grievance Procedure.

The Canadian Joint Grievance Panel Inc. shall be composed of four (4) persons, two (2) of whom shall be selected by the Employer and two (2) by the Union. In the event that four (4) persons are not available, The Canadian Joint Grievance Panel Inc. shall be composed of two (2) persons, one (1) of whom shall be selected from the Employer and one (1) from the Union, The Employer shall not select a representative from the Company involved nor will the Union select a representative from the Local involved.

The Canadian Joint Grievance Panel Inc. shall meet to hear and determine the grievance and render a decision after hearing the matter brought before it.

The majority decision of The Canadian Joint Grievance Panel Inc. on the disposition of a grievance shall be final and binding upon the parties and shall have the same effect as a decision rendered by an Arbitrator. Decisions of The Canadian Joint Grievance Panel Inc. shall not be used as precedents.

If The Canadian Joint Grievance Panel Inc. is unable to reach a majority decision as outlined in Schedule 1 pursuant to paragraph 3 above, the grieving party may proceed to Schedule 2 of The Canadian Joint Grievance Panel Inc. or an outside Board of Arbitration by informing the other party in writing within fourteen (14) days after The Canadian Joint Grievance Panel Inc. advises the parties that it is unable to reach a majority decision.

Should the parties agree to proceed to Schedule 2 of The Canadian Joint Grievance Panel Inc. they may proceed as outlined in the Rules and Procedures of Schedule 2.

The Canadian Joint Grievance Panel Inc. shall be governed by the Rules of Procedure and the Conduct of Proceedings established for the Panel, with necessary modifications, as set out in Schedule 1 and Schedule 2.

The Parties agree that this Letter of Understanding and Schedule 1 and Schedule 2 do and will form part of the Collective Agreement between the parties and will continue to form part of the Collective Agreement through successive Agreements until mutually changed by the parties.

**STEP 5 -** Failing settlement under the above steps, the matter will be referred to an agreed-upon neutral person to act as an Arbitrator, who will meet with the Parties to hear both sides of the case. Failing to agree upon a neutral person, the Department of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator shall be required to hand down his decision within fourteen (14) calendar days following completion of the hearing, and his decision shall be final and binding on the two (2) Parties to the dispute.

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

#### **ARTICLE NO. 35 - TERMINATION**

35.01 This Agreement shall be in full force and effect from the first (1st) day of January 2005 until the thirty-first (31st) day of December 2009 and shall remain in full force and effect from year to year thereafter, provided that either Party may, not less than ninety (90) days immediately preceding the thirty-first (31st) day of December 2009 or immediately preceding any succeeding thirty-first (31st) day of December, thereafter, by written notice to the other Party -

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

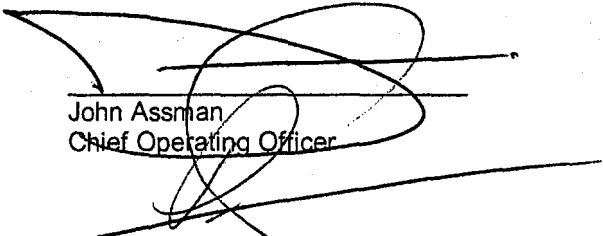
35.02 Should either Party give written notice to the other Party, pursuant to Subsection A hereof, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Company shall give notice of lock-out, or the Parties shall conclude a renewal or revision of the Agreement or a new collective agreement.



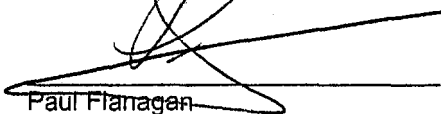
COLLECTIVE AGREEMENT SIGNED THIS 13 DAY OF JUNE, 2006

**ON BEHALF OF THE COMPANY:**

Byers Transportation System Inc.  
Northern Interior Transport Ltd.  
Byers Transport Limited, and  
Spruceland Distributors Limited




John Assman  
Chief Operating Officer



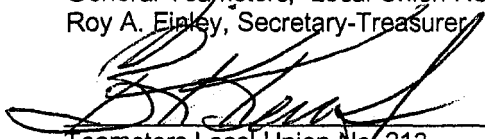
Paul Flanagan  
Director of Operations

**ON BEHALF OF THE UNIONS:**

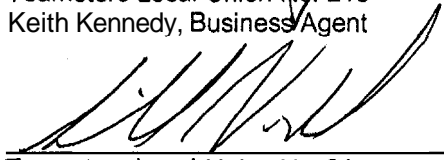
Western Canada Council of Teamsters



General Teamsters, Local Union No. 362  
Roy A. Finley, Secretary-Treasurer



Teamsters Local Union No. 213  
Keith Kennedy, Business Agent



Teamsters Local Union No. 31  
Richard van Grol, Business Agent

## APPENDIX "A"

### COVERS ALL EMPLOYEES ENGAGED IN OVER-THE-ROAD OPERATIONS -SINGLE AND SLEEPER-CAB

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#### SECTION I

- A. All employees engaged in over-the-road operations, single and sleeper-cab, shall be subject to all the terms and conditions provided by this Agreement, save as herein expressly provided.
- B. Local terminal work, and city pickup and delivery service, are not subject to the terms and conditions of this Article, but are subject to Pickup and Delivery Appendix, hereunto annexed and forming part of this Agreement.
- C. In respect to drivers making pickups and/or deliveries at terminals, drivers engaged in over-the-road operations including operators of lease equipment, and contract haulers, shall not be asked to load or unload freight, or perform any other duties, at a place where the Company maintains a terminal. Drivers may however be permitted to load or unload freight where such loading or unloading is made outside the normal hours when the terminal is operated, or when contractual terminal employees are not in the terminal.
- D. Job applicants for the position of linehaul driver, hired from sources outside the Company, on trial trips and/or instructional trips, and employees of the Company that have completed the training program for the position of linehaul driver, as agreed between the Company and a Local Union, and who have been recommended for that position, will be paid for the final instructional trips at a rate of five cents (5¢) per mile less than the single-man rates as specified in this Agreement. Such trips are to be made with qualified drivers and/or trainers, and will not exceed a total of two thousand (2,000) miles on single-man operation. Linehaul drivers will be paid five cents (5¢) per mile above the single-man rate as specified in this Agreement, on trips when he performs the function of trainer or instructor, under this Article.

#### SECTION 2 - CALL TIME

- A. 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 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 or tour, 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 for work after being called, and no work is available, he shall receive a minimum of five (5) hours pay, at the work-time rate.
- D. When an employee reports in accordance with an established reporting time, and no work is provided, he will receive a minimum of five (5) hours pay, UNLESS he has been notified at least two (2) hours ahead of the regular reporting time that no work is available. Any employee who has an established reporting time, and is unable to report for duty as required, for any reason, will advise the Company representative at least two (2) hours ahead of his reporting time.

- E. The Company will notify all drivers who are off duty at their home terminal, between the hours of 17:00 and 20:00, to advise them if they are to report for duty between the hours of 20:00 and 07:00. If the driver will not be at his normal residence, he will notify *the* duty dispatcher of an alternate contact number.
- F. In the event a driver will not be available at his contact point after his rest period has expired, he will notify the dispatcher.
- G. Drivers who are off duty at their home terminal before 10:00 hours on a Saturday, and who are to be called to work prior to 24:00 hours Sunday, shall be notified on Saturday for a time of dispatch. It will be the driver's responsibility to contact the dispatcher by 12:00 hours Saturday, or prior thereto, if he will not be available for call at his normal contact point at that time.

### SECTION 3 -WORK TIME

- A. Work time shall include, but not be limited to, loading, unloading, repairs of equipment, chaining, unchaining, time spent on ferries or boats, and when drivers are required to stay with the equipment. When the driver performs the function of fuelling at Company pumps or key pumps, hooking up, unhooking, switching or complete interchange of equipment, including the equipment check prior to a trip or tour, or at intermediate points in a trip or tour when equipment is switched and/or a complete interchange of equipment is made, will be included as work-time. Checking of equipment enroute is included in the composite mileage rate, as laid out in Section 7 below.

### 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 in the following manner;
  1. All hours travelling on public transportation, from the point deadhead commenced to the destination point designated by the Company, shall be paid for at his regular straight time hourly rate, plus the subsistence allowance if applicable, and the cost of such transportation.
  2. Each employee who is covered by this Agreement, and who is required by the Company to ride on Company equipment in a deadhead manner, will be paid the regular straight time hourly rate for all hours spent in riding such equipment.
  3. The Company shall bear the moral obligation for the proper attention, care, and appropriate transportation home if required, to an employee who is injured or becomes ill while away from his home terminal.

### SECTION 5 -WAIT TIME

- A. For all time waiting to load or unload, waiting for equipment to be repaired, waiting for roads to be cleared, and waiting at **turn-around** points on **signal-man** operations, where there are public facilities and conditions available (i.e. restaurants, coffee shops, motels, etc.), to make it safe, and possible that the driver does not have to remain in the equipment, will be paid wait time, with a maximum of ten (10) hours pay for waiting time in each twenty (20) hour period.

Wait time is clarified as follows:

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

In no event shall wait time exceed ten (10) hours for each stop in any twenty (20) hour period. When a driver is held more than one (1) day, he shall receive pay for the first ten (10) hours of each twenty (20) hour period.

- B. All time lost due to delays as a result of overloads or certification violations involving federal, provincial, city or state regulations, shall be paid for at the regular applicable wait time rate in this Agreement. To the best of his ability, 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 licenses, certificates and permits, before leaving the Company terminal, provided however that the Company shall arrange for all permits to be made available to its employees.

## **SECTION 6 - 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 accumulative but shall mean only one (1) layover 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.
- For the first twelve (12) hours of each layover - no pay
  - For the next ten (10) hours - rates as stipulated in this Agreement
  - For the next ten (10) hours - no pay
  - For the next ten (10) hours - rates as stipulated in this Agreement and continuing on the same basis for each twenty (20) hour period.
- B. The layover point is to be designated on a driver's original orders, prior to his dispatch from home terminal, save and except in the case of accident or breakdown, whereby the layover point may be extended to a point beyond the original designated layover point.
- C. When drivers arrive at a layover point, and are to be placed on layover, they will be so advised on arrival, or otherwise placed on wait time, save and except where the drivers have been previously instructed on their drivers orders.

If the driver team is released from duty, **and** then required to return to work within four (4) hours, they shall be paid wait time for the hours booked off.

## **SECTION 7 - COMPOSITE MILEAGE**

- 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 enroute, and reports.
- B. The official provincial, territorial and/or state mileages **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 provinces, territories and/or states.
- C. Driving of a tractor without trailer shall be paid for on the same basis as driving tractor-trailer.

## **SECTION 8 - OFF-HIGHWAY MILES and OVER-DIMENSION LOADS**

- A. All 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 driver to question the rates of pay by marking his trip or tour pay claim **accordingly**.

If a sleeper team is used on a load that is restricted to a speed of thirty-five (35) miles per hour or less, by conditions of a government issued permit for oversize and/or overweight loads, the driver team shall receive one and one-half (1½) times the domicile work time rate, equally divided between the drivers, for that portion of the tour which is so restricted. It shall be the responsibility of the drivers to claim such hourly rate by marking their pay claim accordingly.

- B. Runs which include both the 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 9 - DISPATCH RULES**

- A. All drivers and operators of equipment shall be dispatched according to agreed-upon, and posted, Local Dispatch Rules. Failure to agree on such dispatch rules, such rules then shall be referred to the Grievance Procedure.
- B. When a driver is available, but not dispatched in proper order, under agreed-upon Local Dispatching Rules between the Company and the Union, he shall be paid at the applicable work time hourly rate from the time he should have been dispatched until the actual time of departure on a trip and/or tour, with a maximum of ten (10) hours, at the applicable work time rate, for the initial twenty-four (24) hours, and continuing on that basis for the first ten (10) hours in each twenty-four (24) hour period thereafter, at the applicable wait time rate.

In no event shall the penalty pay provided herein exceed the amount of earnings the employee would have received for that trip or tour for which is claiming runaround.

#### **SECTION 10 - SINGLE-MAN TRIP**

- 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 at the overtime rate as specified hereafter, for all time driving and working in excess of the regular hours, 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.
- C. No single-man driver shall be called for dispatch until he has been off duty eight (8) hours, excluding call-time after completing a trip. Single-man drivers are obligated to take the full off-duty time for rest as provided in this Article, when effectively released from duty, or when and where instructed to take a rest period. Drivers held and/or waiting at a point other than the home terminal or layover point, in excess of the eight (8) hours rest period, and two (2) hour call-time, will be paid wait time for hours in excess of the full ten (10) hours allowed, as stipulated in the wait time clause. If a driver is called before he has completed his eight (8) hours rest period, he shall receive wait time pay for those hours he was booked off.
- D. Single-man drivers when required, and authorized, to purchase hotel or motel accommodations at points where the Company does not maintain a terminal, will be reimbursed for the reasonable cost of such rooms upon presentation of a receipt to the Company.

At terminal points where single-man drivers are placed on layover or rest, the Company reserves the right to designate hotel or motel accommodations, and will provide transportation to and from such accommodation. Cost of such accommodation will be borne by the Company.

## SECTION 11 - SLEEPER-CAB TOURS

- 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 home terminal of each driver team, and designate the routes to be travelled on each tour from home terminal to destination and return to home terminal, and each driver shall be paid for driving one-half ( $\frac{1}{2}$ ) the mileage the vehicle travelled in making the tour.
- C. Once driver teams are established, it is understood that they are not to be separated unless mutually agreed to by the Company, the Union, and the driver team involved, except in the case of emergency, or reduction in forces, or temporary training.
- D. Only two (2) men shall 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 driver under this Agreement 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 excessive layover time for sleeper-cab drivers.
- G. 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.
- H. No sleeper-cab driver shall be allowed to take a single-man trip of more than four (4) hours, until he has had eight (8) hours rest since he was last on duty. Rest time does not include time in the sleeper-cab bunk.
- I. Drivers on tours in excess of four thousand (4,000) miles shall be given four (4) hour call by the Company when ordered to report for duty, except in extreme emergent circumstance, but in any event, not less than two (2) hours at both the home terminals, and at the end of the run where he has been effectively released from duty by the Company.

At the completion of a tour away from the home terminal, drivers shall be given eight (8) hours off duty, except in the case of extreme emergent circumstances, but in any event no less than four (4) hours off duty.

- J. Sleeper teams when required, and authorized, to purchase hotel or motel accommodations at points where the Company does not maintain a terminal, will be reimbursed for the reasonable cost of such rooms upon presentation of a receipt to the Company.

At terminal points where sleeper teams are placed on layover, or are required to wait for schedules that require them to have sleeping accommodation, the Company reserves the right to designate hotel or motel accommodations, and will provide transportation to and from such accommodation. Costs of such accommodation will be borne by the Company.

- K. Bedding and fresh linen for sleeper-cab bunks shall be maintained by the Company, and shall be furnished to the sleeper-cab drivers immediately prior to starting their tour.

**SECTION 12 - TERMINAL CLOSURE**

- A. When a Terminal is closed, or partially closed, and the work of the Terminal is transferred to another Terminal, in whole or in part, and over-the-road driver at the closed or partially closed down terminal shall have the right to transfer at the Company's expense to the terminal into which the work was transferred, if work is there available.

Payment is conditional upon completion of ninety (90) calendar days of continuous service at the new location. Fifty percent (50%) of the expense will be paid upon completion of the transfer, and the balance upon completion of ninety (90) calendar days service with the Company, from the date the move is completed.

"Terminal" as referred to above, will be described under the seniority section of this Agreement, Article No. 17.

- B. Such employees within a Local Union's jurisdiction will be dovetailed into the seniority lists as of the dates they first become employees in their classification.
- C. When the work is transferred from one Local Union's jurisdiction to another Local Union's jurisdiction, those Local Unions and the Company shall meet to determine the seniority rights position of the employee or employees.
- D. Whenever a man is transferred at the request of the Company, his reasonable moving expense shall be borne by the Company.
- E. For the purpose of this Article, "expense" is defined to mean the cost of moving normal household goods and chattels up to a maximum of one thousand (1,000) cubic feet.
- F. When the Company contributes to the cost of moving, it shall have entitlement to select the move.

**SECTION 13 - MILEAGE RATES (CENTS PER MILE)**

- A. Sleeper Team Operations

	Jan 1/05	July 1/05	Jan 1/06	July 1/06	Jan 1/07
BC, AB, NWT & YT Locals 213 & 362	0.5471	0.5526	0.5694	0.5780	0.5867
Local 31	0.5550	0.5605	0.5776	0.5860	0.5945

	July 1/07	Jan 1/08	July 1/08	Jan 1/09	July 1/09
<b>BC, AB, NWT &amp; YT Locals 213 &amp; 362</b>	0.5955	0.6044	0.6135	0.6227	0.6320
Local 31	0.6031	0.6119	0.6208	0.6298	0.6389

B. Single-Man Operations

	Jan 1/05	July 1/05	Jan 1/06	July 1/06	Jan 1/07
<b>BC, AB, NWT &amp; YT Locals 213 &amp; 362</b>	0.4885	0.4934	0.5085	0.5161	0.5238
Local 31	0.5211	0.5263	0.5423	0.5491	0.5560

	July 1/07	Jan 1/08	July 1/08	Jan 1/09	July 1/09
<b>BC, AB NWT &amp; YT Locals 213 &amp; 362</b>	0.5317	0.5397	0.5478	0.5560	0.5643
Local 31	0.5629	0.5699	0.5771	0.5843	0.5916

C. When operating units with more than five (5) axles, the mileage rate in A and B above will be increased by one cent (1¢) per axle for each additional axle over and above the fifth (5th) axle.

	Jan 1/05	July 1/05	Jan 1/06	July 1/06	Jan 1/07
Locals 213 & 362	\$19.70	\$19.89	\$20.50	\$20.81	\$21.12
Local 31	\$19.70	\$19.89	\$20.50	\$20.81	\$21.12
Yukon	\$20.10	\$20.30	\$20.92	\$21.23	\$21.54

	July 1/07	Jan 1/08	July 1/08	Jan 1/09	July 1/09
<b>Locals 213 &amp; 362</b>	\$21.43	\$21.76	\$22.08	\$22.41	\$22.75
Local 31	\$21.43	\$21.76	\$22.08	\$22.41	\$22.75
Yukon	\$21.86	\$22.19	\$22.52	\$22.86	\$23.21



**SECTION 15 - MEAL ALLOWANCE**

- A. Each sleeper-cab driver will receive a meal allowance computed on the total hours on a tour from the time he reports on duty at his home terminal, until he reports off duty upon arrival back at his home terminal.

Hourly rate of meal allowance (per hour):

All Areas        75¢

- B. Each single-man driver, excluding a driver on a turnaround, will receive a meal allowance computed on the total hours away from his home terminal. Such hours will be from the time he reports on duty at his home terminal until he reports off duty on arrival back at his home terminal.

Hourly rate of meal allowance (per hour):

All Areas        75¢

- C. Single-man drivers domiciled in British Columbia and the Yukon on turnaround runs in excess of four hundred (400) miles, will receive a meal allowance for such trips in the amount of seven dollars and fifty cents (\$7.50).

**SECTION 16 - OVERTIME RATE, SINGLE-MAN DRIVERS**

Single-man drivers working in excess of ten (10) hours per trip, under the conditions outlined in Section 9 above, shall receive in addition to their regular rates of pay, the domicile work time rate for that driver, for that time in excess of ten (10) hours per trip.

**SECTION 17 - EXEMPTION OF NEW HIRE RATES**

Linehaul employees will not be subject to New Hire conditions contained elsewhere in this Agreement.

## APPENDIX "B"

### **COVERS HOUR OF WORK, OVERTIME PROVISIONS, and RATES of PAY FOR ALL SHORT-LINE, CITY PICKUP AND DELIVERY DRIVERS, DOCKMEN, MECHANICS and MAINTENANCE SHOP CREWS, in ALBERTA and the NORTHWEST TERRITORIES**

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#### **SECTION 1 - HOURS OF WORK**

- A Alberta and the Northwest Territories - based on a forty (40) hour week.

The maximum hours of work for all short-line drivers, dockmen, mechanics, and maintenance shop crews, shall be at each terminal covered **by** this Agreement, as described below:

Eight (8) hours per day, and forty (40) hours per week, excluding meal periods as specified in Article No. 8.09, for any five (5) consecutive days.

Except employees who work a swing shift, at swing time such employees shall be excluded from the following provisions:

Two (2) consecutive days off.

- B. Where there is a mutual agreement between the Company and the Union, the Company may establish a work week consisting of four (4), ten (10) hour days. Employees working such schedules will be subject to twenty-five cents (**25¢**) per hour premium. Overtime will be payable at one and one-half ( 1 ½) times the standard rate of pay, for all hours in excess of ten (10) hours a day. Employees working the four (4) day work week, on days between Monday and Friday inclusive, must have Saturday and Sunday as their regular days off, and a third (3rd) day off **as** designated by the Company. Where the four (4), ten (10) hour shifts include Saturday and/or Sunday, the four (4) shifts must run consecutively, and the employee shall have three (3) consecutive days off. Where the four (4), ten (10) hour shifts include Saturday and/or Sunday, the shifts may have different start times for each day, however there must be not less than eight (**8**) hours off duty between each shift. Where the ten (10) hour day is agreed to between the Parties, the ten (10) hour day will be applicable in all daily guarantees provided in this Agreement.
- C. Overtime on a call-out or call-back basis, will be allocated by seniority provided the senior man is available and qualified to perform the work.
- Regular terminal or maintenance shop 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 completion of the duty he is called for, he may book off with a minimum of two (2) hours pay at overtime rates.
- D. **Overtime rate for shift work** - All time worked before or after the regularly established shift for that employee, and which is in excess of eight (**8**) hours per day, shall be considered overtime, and paid at the established overtime rate of time and one-half (1%).
- E. **Overtime rate for work on designated day of rest, or General Holiday** All hours worked on a call-out or call-back basis on an employee's designated day of rest, or on a General Holiday, will be deemed overtime, and the employee performing such work on such day, shall be paid at one and one-half (1%) times his regular rate of pay.

- F. When an employee is called out to work, and his call-out time runs into his regular shift time, such employee shall be allowed reasonable time off with pay to eat upon completing the work he was called to perform, or at the regular starting *time* of his regular shift, whichever is later. Such time is not to exceed one (1) hour.

**SECTION 2 - RATES OF PAY - ALBERTA AND NORTHWEST TERRITORIES**

	Jan 1/05	July 1/05	Jan 1/06	July 1/06	Jan 1/07
P&D Drivers	\$19.70	\$19.89	\$20.50	\$20.81	\$21.12
Dockmen	\$19.58	\$19.78	\$20.38	\$20.69	\$21.00
Part-Time	\$16.55	\$16.74	\$16.74	\$16.74	\$17.09
Fort McMurray, AB Drivers	\$19.70	\$19.89	\$24.86	\$25.18	\$25.49
Fort McMurray, AB Dockmen	\$19.58	\$19.78	\$24.74	\$25.08	\$25.38

	July 1/07	Jan 1/08	July 1/08	Jan 1/09	July 1/09
P&D Drivers	\$21.43	\$21.76	\$22.08	\$22.41	\$22.75
Dockmen	\$21.31	\$21.63	\$21.96	\$22.29	\$22.62
Part-Time	\$17.09	\$17.44	\$17.44	\$17.79	\$17.79
Fort McMurray, AB Drivers	\$25.81	\$26.13	\$26.46	\$26.79	\$27.12
Fort McMurray, AB Dockmen	\$25.70	\$26.02	\$26.35	\$26.68	\$27.01

1. for the first year of employment, each regular employee will be paid three dollars (\$3.00) per hour less than the regular rate as stipulated above.
2. for the second year of employment, each regular employee will be paid one dollar and fifty cents (\$1.50) per hour less than the regular rate as stipulated above.
3. for the third year of employment, each regular employee will be paid the regular rate of pay as stipulated above.

Established, designated hostlers will be paid **twenty-five cents (25¢)** per hour above the regular rates stipulated in the clause for P&D drivers.

	Jan 1/05	July 1/05	Jan 1/06	July 1/06	Jan 1/07
Mechanics/Welders with trade cards & Qualified Refrigeration Mechanics	\$23.04	\$23.27	\$28.00	\$28.42	\$28.71
Trailer Mechanics with trade cards	\$21.97	\$22.19	\$25.66	\$26.04	\$26.43
Mechanics without trade cards	\$21.62	\$21.84	\$22.41	\$22.74	\$23.09
Tiremen /Servicemen	\$20.47	\$20.47	\$20.67	\$20.88	\$21.09
Washperson	\$17.54	\$17.59	\$17.76	\$17.94	\$18.12

	July 1/07	Jan 1/08	July 1/08	Jan 1/09	July 1/09
Mechanics/ Welders with trade cards, Qualified Refrigeration Mechanics	\$28.99	\$29.28	\$29.58	\$29.87	\$30.17
Trailer Mechanics with trade cards	\$26.83	\$27.23	\$27.64	\$28.05	\$28.48
Mechanics without trade cards	\$23.43	\$23.78	\$24.14	\$24.50	\$24.87
Tiremen / Servicemen	\$21.30	\$21.51	\$21.73	\$21.95	\$22.17
Washperson	\$18.30	\$18.48	\$18.67	\$18.86	\$19.04

1. Apprentice mechanics- all areas

- 1st year apprentice - sixty percent (60%) of rate for mechanic with trade card
- 2nd year apprentice - seventy percent (70%) of rate for mechanic with trade card
- 3rd year apprentice - eighty percent (80%) of rate for mechanic with trade card
- 4th year apprentice - ninety percent (90%) of rate for mechanic with trade card

Must attend and eventually graduate from an accredited vocational or apprentice program under provincial or federal government jurisdiction in order to qualify mechanic with trade card.

The maximum number of apprentices to **be** employed in any one shop will be one (1) apprentice for every one (1) tradesmen.

2. The Company agrees to provide a maximum of five thousand dollars (\$5,000.00) tool insurance per mechanic to cover loss of tools due to:

- a) fire on Company premises
- b) theft resulting from break-in to the Company premises and/or the mechanic's tool **box**.

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

- C. Shift differential for dock, pickup and delivery, and maintenance shop crews - For all shifts commencing between the hours of 13:59 and 04:59, a shift differential over and above the job classification will be paid to those regular dock and maintenance shop employees who work such shifts at one dollar fifty cents (\$1.50) per hour.
- D. Rate of pay for leadman (Chargehand) shall be fifty cents (50¢) per hour over and above the classification of employees for which he is leadman (chargehand).

### SECTION 3 - PART-TIME EMPLOYEES GUARANTEE

- A. When a part-time terminal or maintenance shop employee is called, and reports for duty, he shall be guaranteed a minimum of four (4) hours work and/or pay. On Saturday and/or Sunday, the part-time employee shall have the privilege of booking off, of his own volition by agreement with the Company, in less than four (4) hours, and receive pay only for the time worked.
- B. Part-time employees shall be entitled to two (2) days off in each week. Overtime provisions to be applicable to hours worked on the days in excess of five (5) in a week, for hours worked in excess of eight (8) in a day, and for work on a General Holiday.
- C. There shall be no more than two (2) posted starting periods per day in each terminal for part-time employees. The starting periods shall be negotiated at terminal level, and will cover a time span of two (2) hours each.
- D. Work performed on Saturdays and Sundays shall be on a ratio not to exceed two (2) part-time employees to one (1) regular employee.

### SECTION 4 - BANKED OVERTIME

- 1. Where an employee desires to bank his overtime for the purpose of additional paid time off work, he shall request and complete a form supplied by the Company indicating this, which will be binding until December 31 of the current year.
- 2. Overtime which is accumulated as Banked overtime, shall be credited in terms of hours, and when taken as time off, shall be paid out at the same hourly rate as accumulated. When an employee leaves the Company, all accumulated hours in the employee's Banked overtime account will be paid out in total.
- 3.
  - a) An employee will be allowed to accumulate a maximum of five (5) days each calendar year Banked overtime at which time the employee will provide fourteen (14) days prior written notice of the days to be taken, and these days shall not be granted during the months of June to September inclusive, except where mutually agreed by the employee and the Company.
  - b) Those employees who have accumulated banked overtime in the current year may request in writing to apply a portion or all of the banked overtime against paid days off work, in minimum units of one (1) whole work day at a time. When approved in advance by the Company, and taken as paid days off work, banked overtime is to be marked and signed by the employee on the time card for the pay period in which the absence occurs. For paid absences under this banked overtime provision, payment is issued for the current pay period, not in advance.

4. Should too many employees request their Banked overtime at the same time, seniority is the deciding factor. **All** Banked overtime must be taken by December 31 of the current year, and completed by the next payroll thereafter.
5. The Company will keep record of all banked Banked overtime, which will be available for perusal by the employees.
6. Example of Banked overtime:  
1 hour at 1½ time - 1½ hours Banked overtime banked

## APPENDIX "B-1"

### COVERS VACATION PROVISIONS, HOURS OF WORK, OVERTIME PROVISIONS, AND RATES OF PAY FOR ALL SHORT-LINE, CITY PICKUP AND DELIVERY DRIVERS, AND DOCKMEN IN BRITISH COLUMBIA and YUKON

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THE ABOVE EMPLOYEES WILL BE SUBJECT TO ALL THE TERMS AND CONDITIONS PROVIDED IN THIS AGREEMENT, SAVE AND EXCEPT AS HEREIN EXPRESSLY PROVIDED

#### SECTION II- HOURS OF WORK

##### A. Regular Work Day - Week

1. Except as hereinafter provided, the regular work day shall consist of eight (8) consecutive hours of work, between 07:00 and 18:00, not including the meal period. The regular work week shall consist of five (5), eight (8) hour days, in the period from Monday to Friday, both days included, with Saturday and Sunday as regular assigned days off.
2. Any regular employee who is called in to work on his regular work day, shall be paid not less than eight (8) hours pay.
3. Any employee who is called in to work on his sixth (6th) or seventh (7th) shift, or overtime day, shall be guaranteed four (4) hours, and if he works in excess of four (4) hours, he shall be guaranteed six (6) hours. For hours worked in excess of six (6) hours, he shall be paid for time worked.
4. For all shifts commencing between the hours of 13:59 and 04:59, a shift differential of one dollar (\$1.50) per hour over and above the classification, will be paid to those employees who work such shifts.
5. When an employee exercises his seniority on a layoff during the week, which would require him to start work within the hours specified in paragraph iv. above, he would be entitled to and receive the shift differential as specified in that paragraph. Any employee moved to a shift due to the job bumping process on layoff, which causes him to start work within the hours specified in paragraph iv. above, shall be entitled to receive such shift differential.
6. In addition to call-as-required, in accordance with Article 5.06 (B), fifteen percent (15%) of the regular P&D employees may work an irregular work week as posted by the Company, if said employee was hired after August 11, 1987.
7. Where there is a mutual agreement between the Company and the Union, the Company may establish a work week consisting of four (4), ten (10) hour days. Employees working such schedules will be subject to a twenty-five cents (25¢) per hour premium. Overtime will be payable at two (2) times the standard rate of pay for all hours in excess of ten (10) hours a day. Employees working the four (4) day work week on days between Monday and Friday inclusive, must have Saturday and Sunday as their regular days off, and a third day off as designated by the Company. Where the four (4), ten (10) hour shifts include Saturday and/or Sunday, the four (4) shifts must run consecutively, and the employee shall have three (3) consecutive days off. Where the four (4), ten (10) hour

shifts include Saturday and/or Sunday, the shifts may have different start times for each day, however there must be not less than eight (8) hours off duty between each shift. Where the ten (10) hour day is agreed to between the Parties, the ten (10) hour day will be applicable in all daily guarantees provided in this Agreement.

## **B. Part-time Employees**

1. When part-time hourly employee is called and reports for duty on any day, Monday through Friday, he shall be guaranteed a minimum of four (4) hours, and if he works in excess of four (4) hours shall be guaranteed six (6) hours. If he works in excess of six (6) hours, he shall be guaranteed eight (8) hours.
  2. A part-time employee who is called in and commences work between the hours of 13:59 and 05:59 shall be guaranteed eight (8) hours pay, plus shift differential save and except to better expedite outbound schedules:
    - a) Those linehaul companies operating over-the-road overnight general freight schedules within the provinces, may, if no regular employees are laid off, use part-time employees on a four (4) hour guarantee, and a maximum of four (4) hour shift provided -
    - b) The use of such four (4) hour part-timers is restricted to Mondays through Fridays of the week, and the four (4) hour maximum shift is commenced and completed between the hours of 16:30 and 21:30 of the day.
    - c) The ratio does not exceed one (1), four (4) hour part-time employee to every four (4), eight (8) hour guarantee employees in that unit, working during the hours of 16:30 and 21:30.
    - d) He shall be guaranteed hours as provided in a) above, plus the shift differential.
- C. Where established, the Company shall first call the Union hiring hall to supply the required part-time help. In the event employees cannot be supplied through the Union hiring hall, or in areas where there is no hiring hall, the Company may call part-time employees in this order:
1. in seniority order from the Company's posted part-time employee roster, which shall not exceed six (6) part-time employees.
  2. students, if available
  3. other sources who shall not have full-time employment elsewhere
  4. The Company will be responsible to ensure every part-time employee not sent from the Union hiring hall, must become a member of the Union.
- D. When additional regular or part-time employees are required within an area which is serviced by a permanently established and operating Union hiring hall, the Company shall extend to the Union a first opportunity to refer Teamster members for employment, provided they meet the Company's qualifications and requirements.
- E. When additional employees are required within an area which is not serviced by a permanently established and operating Union hiring hall, the Company will extend preferential hiring consideration to Teamster Union members who meet the Company's qualifications and requirements, and who apply for employment.



- F. For the purpose of interpretation, as applicable to all hourly rated employees, there must be a rest period of not less than eight (8) hours between shifts, to be considered as a shift break. However, no employee shall be required to work more than one (1) shift per day.

## **SECTION 2- OVERTIME PROVISIONS**

- A. The Company shall pay overtime rates of wages to every employee entitled thereto as follows:
- a) All time worked over and above eight (8) hours per day on any shift, shall be deemed overtime until a break of eight (8) hours occurs.
  - b) The overtime rate of pay shall be paid at one and one-half (1½) times the employee's regular rate of pay, unless indicated otherwise elsewhere in this Agreement.
  - c)
    - 1. For the first eight (8) hours worked on a Sunday, sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) shift, or General Holiday, an employee shall be paid one and one-half (1½) times his regular rate of wages.  
  
The rate to be paid for the ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) hour shall be two (2) times the regular rate.
    - 2. For all employees assigned to a Monday to Friday work week, Saturday and Sunday shall be the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) shifts.
    - 3. Where an employee works on his regular assigned rest day or days, he shall be paid in accordance with 1. above.
- B. For the purpose of this Section, the work week shall be from 00:01 hours Monday to 24:00 hours Sunday. With respect to General Holidays, the foregoing overtime provisions are in addition to eight (8) hours wages, which shall be paid in any event.
- C. Overtime shall be allocated wherever possible to capable senior employees in a voluntary manner as provided in Article No. 17 of this Agreement.
- D. Except in case of emergency, or where it is unavoidable, no employee shall work weekly overtime (6<sup>th</sup> or 7<sup>th</sup> shift) until all regular employees in their unit have worked the full quota of regular hours, provided there are capable and qualified regular employees amongst those who have not worked their full quota of regular hours. Provided the foregoing has been complied with, seniority will prevail in classifications for the allocation of overtime.
- E. BANKED OVERTIME**
- 1. Where an employee desires to bank his overtime for the purpose of additional paid time off work, he shall request and complete a form supplied by the Company indicating this, which will be binding until December 31 of the current year.
  - 2. Overtime which is accumulated as Banked overtime, shall be credited in terms of hours, and when taken as time off, shall be paid out at the same hourly rate as accumulated. When an employee leaves the Company, all accumulated hours in the employee's Banked overtime account will be paid out in total

3.
  - a) An employee will be allowed to accumulate a maximum of five (5) days per calendar year Banked overtime at which time the employee will provide fourteen (14) days prior written notice of the days to be taken, and these days shall not be granted during the months of June to September inclusive, except where mutually agreed by the employee and the Company.
  - b) Those employees who have accumulated banked overtime in the current year may request in writing to apply a portion or all of the banked overtime against paid days off work, in minimum units of one (1) whole work day at a time. When approved in advance by the Company, and taken as paid days off work, banked overtime is to be marked and signed by the employee on the time card for the pay period in which the absence occurs. For paid absences under this banked overtime provision, payment is issued for the current pay period, not in advance.
4. Should too many employees request their Banked overtime at the same time, seniority is the deciding factor. All Banked overtime must be taken by December 31 of the current year, and completed by the next payroll thereafter.
5. The Company will keep record of all banked Banked overtime, which will be available for perusal by the employees.
6. Example of Banked overtime:
  - 1 hour at 1½ time - 1½ hours Banked overtime banked
  - 1 hour at double time - 2 hours Banked overtime banked

**SECTION 4 - RATES OF PAY - BRITISH COLUMBIA**

**A. Local 213**

Local 213	Jan 1/05	July 1/05	Jan 1/06	July 1/06	Jan 1/07
Dockmen	\$19.58	\$19.78	\$20.38	\$20.69	\$21.00
P&D Drivers (straight truck)	\$19.70	\$19.89	\$20.50	\$20.81	\$21.12
P&D Drivers (semi truck)	\$19.70	\$19.89	\$20.50	\$20.81	\$21.12
Part-Time	\$16.55	\$16.74	\$16.74	\$16.74	\$17.09

Local 213	July 1/07	Jan 1/08	July 1/08	Jan 1/09	July 1/09
Dockmen	\$21.31	\$21.63	\$21.96	\$22.29	\$22.62
P&D Drivers (straight truck)	\$21.43	\$21.76	\$22.08	\$22.41	\$22.75
P&D Drivers (semi truck)	\$21.43	\$21.76	\$22.08	\$22.41	\$22.75
Part-Time	\$17.09	\$17.44	\$17.44	\$17.79	\$17.79

B. Local 31

Local 31	Jan 1/05	July 1/05	Jan 1/06	July 1/06	Jan 1/07
Dockmen	\$19.58	\$19.78	\$20.38	\$20.69	\$21.00
P&D Drivers (straight truck)	\$19.58	\$19.78	\$20.38	\$20.69	\$21.00
P&D Drivers (semi truck)	\$19.70	\$19.89	\$20.50	\$20.81	\$21.12
Part-Time	\$16.55	\$16.74	\$16.74	\$16.74	\$17.09

Local 31	July 1/07	Jan 1/08	July 1/08	Jan 1/09	July 1/09
Dockmen	\$21.31	\$21.63	\$21.96	\$22.29	\$22.62
P&D Drivers (straight truck)	\$21.31	\$21.63	\$21.96	\$22.29	\$22.62
P&D Drivers (semi truck)	\$21.43	\$21.76	\$22.08	\$22.41	\$22.75
Part-Time	\$17.09	\$17.44	\$17.44	\$17.79	\$17.79

All current part-time employees who are earning more than ~~the~~ rate indicated above, will be red circled, and will receive the same monetary increases outlined in this Agreement.

Yukon	Jan 1/05	July 1/05	Jan 1/06	July 1/06	Jan 1/07
Dockmen	\$19.95	\$20.15	\$20.76	\$21.07	\$21.39
P&D Driver (straight truck)	\$19.95	\$20.15	\$20.76	\$21.07	\$21.39
P&D Driver (semi truck)	\$20.10	\$20.30	\$20.92	\$21.23	\$21.55
Part-Time	\$16.55	\$16.74	\$16.74	\$16.74	\$17.09

Yukon	July 1/07	Jan 1/08	July 1/08	Jan 1/09	July 1/09
Dockmen	\$21.71	\$22.04	\$22.37	\$22.70	\$23.04
P&D Driver (straight truck)	\$21.71	\$22.04	\$22.37	\$22.70	\$23.04
P&D Driver (semi truck)	\$21.87	\$22.20	\$22.54	\$22.87	\$23.22
Part-Time	\$17.09	\$17.44	\$17.44	\$17.79	\$17.79

C. The rate of pay for Leadman (Chargehand), shall be fifty cents (50¢) per hour over and above the classification of employees for which he is Leadman (Chargehand).

- D. Should the Company require mechanics or maintenance shop employees in the province of British Columbia, the rates of pay for these employees will be negotiated with the Local Union at that time.
- E. For the first year of employment, each regular employee will be paid three dollars (\$3.00) per hour less than the regular rate of pay as stipulated above.
- F. For the second year of employment, each regular employee will be paid one dollar and fifty cents (\$1.50) less than the regular rate of pay as stipulated above.
- G. For the third year of employment, each regular employee will be paid the regular rate of pay as stipulated above.

## APPENDIX "B-2"

### COVERS HOUR OF WORK, OVERTIME PROVISIONS, and RATES of PAY FOR ALL DOCKWORKERS AND HOSTLERS - Vancouver

#### SECTION 1

- A. Employees shall be considered to be in one of two seniority groups:
- Group 1 - Regular Employees
  - Group 2 - Regular Part-Time Employees
- B. New shifts that come available will be posted for bidding and all shifts will be subject to bidding once each year within thirty (30) days of ratification and annually each year thereafter in the month of March.

#### SECTION 2 - HOURS OF WORK AND OVERTIME

- A. For the first eight (8) hours worked on a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) shift, or General Holiday, an employee shall be paid one and one-half (1½) times his regular rate of wages.
- The rate to be paid for the ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) hour shall be two (2) times the regular rate.
- For all employees assigned to a Monday to Friday work week, Saturday and Sunday shall be the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) shifts.
- Where an employee works on his regular assigned rest day or days, he shall be paid in accordance with paragraph one above.
- B. All full time employees when called to work shall receive a minimum of eight (8) hours' pay. However, any employee called back after having worked that day shall receive an additional four (4) hours' pay.
- All part time employees when called to work shall receive a minimum of four (4) hours pay. However, if they work more than four (4) hours they shall receive a minimum of six (6) hours pay; if they work beyond six (6) hours, they shall receive pay for the actual hours worked.
- Any employee requesting to the leave early when called in shall only be paid for his/her actual hours worked.

**SECTION 3 - RATES OF PAY**

	Jan 1/05	July 1/05	Jan 1/06	July 1/06	Jan 1/07
Dock Worker	\$20.06	\$20.26	\$20.82	\$21.02	\$21.23
Part-time Dock Worker (parity 128 rule)	\$16.55	\$16.74	\$16.74	\$16.74	\$17.09
Leadhand	\$20.60	\$20.81	\$21.38	\$21.60	\$21.76
Hostler	\$20.56	\$20.76	\$21.32	\$21.52	\$21.73

	July 1/07	Jan 1/08	July 1/08	Jan 1/09	July 1/09
Dock Worker	\$21.45	\$21.68	\$21.88	\$22.10	\$22.32
Part-time Dock Worker (parity 128 rule)	\$17.09	\$17.44	\$17.44	\$17.79	\$17.79
Leadhand	\$21.92	\$22.09	\$22.25	\$22.42	\$22.59
Hostler	\$21.95	\$22.18	\$22.38	\$22.60	\$22.82

Part time employees who currently receive a higher rate of pay than that prescribed, shall be red-circled, and shall continue to receive the same monetary increases provided in this Agreement.

**SECTION 4 - HEALTH AND WELFARE**

- A. The Company shall establish and operate a Health and Welfare Plan, which shall remain unchanged throughout the term of the collective agreement. The Health and Welfare Plan shall cover members of the Union from time to time employed by the Company, subject to the following eligibility conditions:
1. Any member of the Union who is in the employ of the Company on a regular full-time basis on the effective date of the Health and Welfare Plan shall join the Plan from that date.
  2. Any employee who is hired by the Company for regular full-time employment after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following completion of ninety (90) days of employment with the Company.
  3. Notwithstanding the provisions of sub-section B above, any employee who is hired by the Company for regular full-time employment, after the effective date of the Health and Welfare Plan, shall join the Plan the day he is so hired provided that within the previous thirty (30) day period he was a participant in the comparable Health and Welfare Plan of another company which is a party to an identical agreement to this Agreement, provided he so advises the Company at time of hiring.

B. A Health and Welfare Benefit Plan will provide the following:

\$30,000 Life Insurance Policy

\$30,000 for the loss of two hands, two feet or two eyes

\$30,000 for the loss of one hand and one foot

\$30,000 for the loss of one foot and one eye

\$25,000 for the loss of one foot, or one hand, or *sight* of one eye

A provision will be included in the Life Insurance clause to provide for a double indemnity in the event of accidental death.

Sickness and accident insurance to provide weekly indemnity benefit of four hundred and thirteen dollars (\$413.00) per week commencing on the first day of accident, fourth day of sickness and continuing thereafter for a period of twenty-six (26)- weeks. The application of the new benefits will commence no later than thirty (30) days after the adoption of this Agreement.

Long Term Disability: One thousand dollars (\$1,000.00) per month to age sixty-five (65).

Extensive and comprehensive MSP coverage to be part of the Health and Welfare Plan.

All changes to the Health and Welfare plan to be implemented within thirty (30) days of the effective date of the Collective Agreement.

The cost of the Health and Welfare plan shall be borne by the Company and the employee on the following basis:

- 75 percent of the Health and Welfare premium to be paid by the Company.
- 25 percent of the Health and Welfare premium to be paid by the employee (full-time only).

C. The Company agrees to implement a Dental Plan.

The cost of the Plan is to be borne by the Company and the employee on the following basis:

- 75 percent of the Health and Welfare premium to be paid by the Company.
- 25 percent of the Health and Welfare premium to be paid by the employee (full-time only).

All periodontal scaling shall be provided under the Dental Plan.

D. Vision Care - Benefits are included under the plan to a maximum of *two hundred fifty dollars* (\$250.00) in any *twenty-four* (24) month period for the employee or for any registered dependent of the employee. Dependent children to age nineteen (19) will have coverage to a maximum of two hundred dollars (\$200.00) provided a letter is provided from a certified eye specialist advising of a special problem with visual acuity. This amount will include replacement of frames only when the old frames cannot be adapted to the new lenses. (Description of dependent children as per benefits booklet).

- E. Part time employees who currently receive MSP shall be red circled and shall continue to receive such coverage. Part time employees hired after the date of ratification shall not be entitled to such coverage.



## APPENDIX "B-3"

### COVERS HOUR OF WORK, OVERTIME PROVISIONS, and RATES of PAY FOR ALL DOCKWORKERS AND WAREHOUSE - PRINCE GEORGE, B.C.

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#### SECTION 1

- A. Employees shall be considered to be in one of two seniority groups:
- Group 1 - Regular Employees
  - Group 2 - Regular Part-Time Employees
- B. New shifts that come available will be posted for bidding and all shifts will be subject to bidding once each year within thirty (30) days of ratification and annually each year thereafter in the month of March.

#### SECTION 2 - HOURS OF WORK AND OVERTIME

- A. 1. For the first eight (8) hours worked on a Sunday, sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) shift, or General Holiday, an employee shall be paid one and one-half (1½) times his regular rate of wages.
- The rate to be paid for the ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) hour shall be two (2) times the regular rate.
2. For all employees assigned to a Monday to Friday work week, Saturday and Sunday shall be the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) shifts.
3. Where an employee works on his regular assigned rest day or days, he shall be paid in accordance with (i.) above.
- B. All full time employees when called to work shall receive a minimum of eight (8) hours' pay. However, any employee called back after having worked that day shall receive an additional four (4) hours' pay.
- All part time employees when called to work shall receive a minimum of four (4) hours pay. However, if they work more than four (4) hours they shall receive a minimum of six (6) hours pay: if they work beyond six (6) hours, they shall receive pay for the actual hours worked.
- Any employee requesting to the leave early when called in shall only be paid for his/her actual hours worked.

	Jan 1/05	July 1/05	Jan 1/06	July 1/06	Jan 1/07
Part-time	11.05	11.25	11.81	12.01	12.22
Full-time	13.04	13.24	13.78	13.98	14.19
Leadhand	17.80	18.01	18.58	18.80	18.96
	July 1/07	Jan 1/08	July 1/08	Jan 1/09	July 1/09
Part-time	12.44	13.00	13.25	13.50	13.75
Full-time	14.40	15.00	15.25	15.50	15.75
Leadhand	19.12	19.30	19.55	19.80	20.00

\$30,000 for the loss of two hands, two feet or two eyes

\$30,000 for the loss of one hand and one foot

\$30,000 for the **loss** of one foot and one eye

\$25,000 for the loss of one foot, or one hand, **or** sight of one eye

A provision will be included in the Life Insurance clause to provide for a double indemnity in the event of accidental death.

Regular full-time employees shall be entitled to all benefits upon completion of the probationary period..

Sickness and accident insurance to provide weekly indemnity benefit of four hundred and thirteen dollars (\$413.00) per week commencing on the first day of accident, fourth day of sickness and continuing thereafter for a period of twenty-six (26)- weeks. The application of the new benefits will commence no later than thirty (30) days after the adoption of this Agreement.

Long Term Disability: One thousand dollars (\$1,000.00) per month to age sixty-five (65).

**B.** Extensive and comprehensive MSP coverage to be part of the Health and Welfare plan.

**All** changes to the Health and Welfare plan to **be** implemented within thirty (30) days of the effective date of the Collective Agreement.

The cost of the Health and Welfare plan shall be borne by the Company and the employee on the following basis:

- 75 percent of the Health and Welfare premium to be paid by the Company.
- 25 percent of the Health and Welfare premium to be paid by the employee (full-time)

C. The Company agrees to implement a Dental Plan. The cost of the Plan is to be borne by the Company and the employee on the following basis:

- 75 percent of the Health and Welfare premium to be paid by the Company.
- 25 percent of the Health and Welfare premium to be paid by the employee

All periodontal scaling shall be provided under the Dental Plan.

D. Vision Care - Benefits are included under the plan to a maximum of two hundred fifty dollars (\$250.00) in any twenty-four (24) month period for the employee or for any registered dependent of the employee, Dependent children to age nineteen (19) will have coverage to a maximum of two hundred dollars (\$200.00) provided a letter is provided from a certified eye specialist advising of a special problem with visual acuity. This amount will include replacement of frames only when the old frames cannot be adapted to the new lenses. (Description of dependent children as per benefits booklet).

## APPENDIX "C"

### COVERS HOURS OF WORK, OVERTIME PROVISIONS AND RATES OF PAY FOR ALL CLERICAL EMPLOYEES.

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#### SECTION 1 -WAGES and CLASSIFICATIONS

- A. Employees will be classed in accordance with the skills used and shall be paid the rate for such classifications in accordance with the Schedule of Job Classification and Rates of Pay as set forth .
- B. When an employee is to do work coming under more than one job classification for four (4) hours or more per day, the wage rate for the higher rated job classification shall prevail for the entire day, except in the case of training.

#### SECTION 2 - GRADES

- GRADE 1 -** Bill Runner (BR)  
Junior Clerk (JC)  
Imaging Clerk (IC)  
Tracing Clerk (TC)  
File Clerk (FC)  
General Secretary (GS)  
Data Entry (DE)  
Accounts Receivable Clerk (ARC)
- GRADE 2 -** Biller (B)  
Accounts Receivable Coordinator (ARA)  
Switchboard/Receptionist (SR)  
Accounts Payable Clerk (APC)  
Payroll Coordinator (PC)  
Fleet Services (FS)
- GRADE 3 -** Customer Service (CS)  
Credit Analyst (CA)
- GRADE 4 -** Terminal Secretary (TS)  
Dispatch Clerk (DC)  
Rate Clerk (RC)  
Pricing Analyst (PA)

### SECTION 3 - WAGE RATES

	Jan 1/05	July 1/05	Jan 1/06	July 1/06	Jan 1/07
Grade 1	\$12.25	\$12.44	\$12.80	\$13.10	\$13.42
Grade 2	\$13.25	\$13.44	\$13.80	\$14.10	\$14.42
Grade 3	\$14.00	\$14.19	\$14.55	\$14.85	\$15.17
Grade 4	\$14.50	\$14.69	\$15.05	\$15.35	\$15.67

	July 1/07	Jan 1/08	July 1/08	Jan 1/09	July 1/09
Grade 1	\$13.74	\$14.06	\$14.39	\$14.72	\$15.30
Grade 2	\$14.74	\$15.06	\$15.39	\$15.72	\$16.30
Grade 3	\$15.49	\$15.81	\$16.14	\$16.47	\$17.05
Grade 4	\$15.99	\$16.31	\$16.64	\$16.97	\$17.55

First six months of employment - 90% of the above rates  
 After six months to first year of employment - 95% of the above rates  
 Whitehorse and Vancouver terminals - 110% of the above rates

All positions within the Clerical Unit in Fort McMurray, AB shall receive four dollars (\$4.00) per hour above the Clerical rates of pay shown in this Agreement.

Monthly duty rosters and/or work schedules for part-time employees in the billing department will be posted no later than the sixteenth (16<sup>th</sup>) day of each month, for work scheduled in the next month.

### SECTION 4 - HOURS OF WORK, SHIFTS, OVERTIME, CALL-OUT

Eight (8) consecutive hours shall constitute one (1) full days work; forty (40) hours in five (5) consecutive days shall constitute one (1) full week's work.

For all shifts commencing between the hours of 12:59 and 05:59, a night time differential of fifty cents (50¢) per hour, over and above the job classification will be paid to those Regular Employees who work such shifts.

**Effective January 1, 2007**, For all shifts commencing between the hours of 12:59 and 05:59, a night time differential over and above the job classification will be paid to those Regular Employees who work such shifts at seventy-five cents (75¢) per hour.

**Effective January 1, 2008**, For all shifts commencing between the hours of 12:59 and 05:59, a night time differential over and above the job classification will be paid to those Regular Employees who work such shifts at one dollar (\$1.00) per hour.

Effective January 1, 2009 ,For all shifts commencing between the hours of 12:59 and 05:59, a night time differential over and above the job classification will be paid to those Regular Employees who work such shifts at one dollar and twenty-five cents (\$1.25) per hour.

All time worked before or after the regularly established shift for that employee and in excess of eight (8) hours per day, shall be considered overtime and paid for at the established overtime rate of time and one-half (1½).

All hours worked on the employee's designated day of rest will be deemed overtime and paid for as follows:

Time and one-half (1½) times the employee's regular rate of pay.

- a. Employees reporting for work on a call-out or call-back basis, inconsistent with the employee's regular work shift or work day, shall be guaranteed a minimum of three (3) hours work and/or pay, but after the completion of the duty he or she is called for, the employee may book off with a minimum of two (2) hours pay. Pay under this Article means the applicable overtime rate of one and one-half (1½) times the hourly rate of pay for the first three (3) hours.
- b. A coffee break shall be provided if the over time worked is to exceed two (2) hours, the commencement of this break may be postponed or staggered, but not beyond one-half (½) hour.

When an employee reports for work, at the employee's regular established starting time, unless the employee has been notified prior to the completion of his or her previous shift not to report, the employee shall receive a minimum of one (1) day's work and/or pay at the employee's applicable rate. Regular employees whose hours of work are less than eight (8) per day shall be paid for six (6). Part-time employees minimum guarantee shall be three (3) hours work and/or pay.

## **SECTION 5 - DEFINITION OF EMPLOYEES**

- A. Supervisors, who may need to perform some bargaining unit work, as part of their daily routine, may do so unless such practise causes the reduction of bargaining unit work and/or the layoff of bargaining unit members.

Supervisors who do bargaining unit work will not be allowed to spend anymore than **twenty-five** percent (25%) of their daily routine doing such work. It is understood that identified supervisors currently performing in excess of **twenty-five** percent (25%) of bargaining unit work may continue to do so until such time as they leave the Company.

- B. All employees who are hired for Vacation Relief, during the vacation season (May 1 to October 31) shall be Vacation Relief Employees. Part-time employees will be given first opportunity to be Vacation Relief Employees. Such employees will be excluded from recall provisions and Article 6.2 (c). Said employees will not be eligible for Health and Welfare benefits, however the start date of their Vacation Relief shall be used in determining the eligible period should the employee advance to full-time status.

## SECTION 6 - HIRING, PROMOTION & SEVERANCE

- A. The Company shall fill Terminal office job vacancies that fall within the scope of this Agreement, from within the Terminal office staff before hiring new employees, providing there are employees available who are capable to fill the vacant position. Each such vacancy shall be posted on the bulletin board on the Company's premises for four **(4)** working days. The posting shall state the job location, job title, and wage scale. This in no way restricts the Company from making interim appointments during the bidding process.
- B. An employee promoted to a higher rated position within the terminal classifications covered by this Agreement shall be on a trial basis for the first thirty (30) working days. If during the first thirty (30) working days the employee does not prove satisfactory, after access to the grievance procedure the employee may be returned to his former position or a position of equal rank for which the employee is capable and qualified.

If the employee wishes to be relieved of the new position during the trial period, the employee shall so advise the Company in writing, The employee may be returned to his former position or a position of equal rank.

## SECTION 7 - GENERAL

- A. Whereas it is the intention of the Company to continue to have bargaining unit work performed by members of the bargaining unit, should circumstances beyond the Company's control make it necessary to engage other individuals or agencies to supply specific services, the Company will notify the Union, in writing, of its intentions at least thirty (30) days prior to making a change. At the request of the Secretary or other bargaining representative of the Union, but no later than fifteen (15) days after receiving the Company's notice, the parties will meet and discuss the reasons for the change.

If the contracting out causes the lay-off of any regular employees, such employees to be compensated one week's wages for each year of service with the Company. Portions of years to be prorated.

## APPENDIX "D"

### COVERS HOUR OF WORK, OVERTIME PROVISIONS, and RATES of PAY FOR ALL 9500 LINEHAUL OWNER OPERATORS

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#### SECTION I

- A. The Company will not use Owner-Operators in city P&D work where the Company maintains an established terminal. However, the Company may utilize rented or dry lease city pickup and delivery equipment, provided it is operated by Company employees covered under the conditions of this Agreement, and does not have the effect of reducing the number of P&D equipment at that terminal. Payment for truck rental or dry lease equipment to be paid by separate cheque.
- B. Replacing of over-the-road equipment for any reason will be guided by the principle that a Company unit will be replaced by a Company unit, and a lease unit may be replaced by another lease unit, or at the Company's option by a Company unit.

This clause will not apply to Agency points, where the volume of freight will not maintain terminal services.

#### SECTION 2 - SENIORITY

- A. Seniority shall be based on the length of continuous service of an Owner Operator.
- B. The principle of seniority, in each terminal, shall be maintained in the reduction and restoration of the working force, providing the Owner Operator and his equipment are capable of performing the remaining job.
- C. Any Owner Operator who has been on lack of work layoff for three (3) months or more, shall be removed from the Seniority List, and will be terminated from the Company's employ. The Company shall be under no further obligation to such Owner Operator.
- D. The Company agrees to rehire laid off Owner Operators on a seniority basis, commencing with the last Owner Operator laid off subject to c) above.
- E. The Company will post a Seniority List for Owner Operators on April 1 and October 1 of each year, in those terminals where Owner Operators are domiciled.

Any Owner Operator wishing to protest his seniority date must do so by formally reducing his protest to writing, and submitting same to his supervisor and the Union within thirty (30) days of the posting of the Seniority List on which his name first appears.

#### SECTION 3 - PAY and WORKING CONDITIONS

- A. The Owner Operator shall personally and exclusively operate the equipment supplied pursuant to this Agreement with the Company, excepting that such equipment shall be operated by an employee of the Company in instances where the Owner Operator requests same, due to his being absent because of vacations, illness, accident, or on leave of absence for reasons acceptable to the Company and the Union. In instances where the Company has an Owner Operator under contract, his driver shall become an employee of the Company, and a member of the Union. This driver, if newly hired for this purpose, will be kept on a separate Seniority List from regular Company drivers, and shall be subject to layoff when no longer required.



- B. The Company shall maintain adequate insurance coverage appropriate to its respective areas of responsibility as required by statute, and shall file proof of such insurance coverage with the Owner Operator.
- C. The Owner Operator shall display the name of the Company on the truck as required by the Company.
- D. The Owner Operator must have authorization from the Company in the form of a Purchase Order prior to making any expenditures in the name of the Company. Such expenditures shall be subject to deduction by the Company from the revenue of the Owner Operator.
- E. The Company shall assume complete financial responsibility for the following:
  - 1. contributions normally assessed against an Employer for Workers Compensation.
  - 2. the painting of Company signs, or supplying of decals on the equipment.
  - 3. the Bonding of the Owner Operator
  - 4. The Company shall place and maintain a policy of insurance in respect of all trailer, tractor, cargo, and third party liability, in such amounts **as** determined necessary and prudent by the Company, and in no event less than the amount required by statute. The Company shall be responsible for the payments of premiums associated with the maintenance of such insurance. The Company shall provide proof of the insurance coverage with the Owner Operator.
  - 5. Effective March 1, 2006 the Company shall pay for all licensing
- F. The Owner Operator shall assume complete financial responsibility for the following:
  - 1. In the case of accident, the Owner Operator shall pay to the Company, the amount of the insurance deductible up to the maximum amount of five thousand dollars (\$5,000.00) on any single vehicular accident, but no more. All claims in excess of this are paid by the Company's insurance carriers.
  - 2. The Owner Operator shall pay to the Company, the sum of five cents (~~5¢~~) per mile, based on the mileage run for the Company, which money the Company will deduct from the monthly amounts otherwise payable to the Owner Operator. The Company shall use this money to offset the costs to the Company of maintaining the insurance referred to in E 4 above.
  - 3. Union dues, Initiation Fees and Assessments
  - 4. all fuel, tires, maintenance, and related casts necessary to properly maintain his equipment
  - 5. Where Section a) of this Article applies in regard to a driver of the Company operating the Owner Operator's equipment, the Company shall pay to the Company driver so engaged, **all** wages and conditions provided in the Byers Transport Agreement, and deduct such amounts from the Owner Operator's gross revenue.
  - 6. The Owner Operator must be financially able to sustain operation of his equipment in order to meet required dispatch and Company maintenance requirements.

7. At the Company's request, the Owner Operator will make said equipment available for mechanical inspection at Company operated facilities. Failing to pass said inspection, the Owner Operator will be grounded until unit is acceptable. Failure to have equipment ready within fourteen (14) days shall constitute cause for termination of the Owner Operator.
  8. The Owner Operator will supply his equipment with tire chains, flares, first aid kits, fire extinguishers, fuses, flags, chock blocks, tachograph, eight (8) cargo chains, eight (8) load binders (cinches), and sixteen (16) steel or plastic corners.
  9. **Unit Color** - All Owner Operators will comply with Company color schemes upon purchasing a new unit. Further, they shall endeavour to accommodate appropriate colours upon purchase of leased units. Newly hired Operators will be given ninety (90) days in which to comply.
  10. When an Owner Operator fails to complete a trip due to breakdown of Owner Operator's equipment, any miles earned to the point of breakdown shall be paid for. However, submission of all maintenance records must be made to the Company upon completion of servicing or repair. Non-compliance will result in disciplinary action.
- G. **No Mandatory Source** - Under no circumstances will the Company directly or indirectly specify a mandatory source of tires or maintenance to be used by the Owner Operator.
- H. **Work Time** - Truck work time rates of pay shall be as stipulated in Section 5 of this Appendix, Rates of Pay.

Work time for the tractors shall mean when the tractor is moving and not being compensated by a mileage rate, such as off highway miles, or travelling to loading or unloading points, unhooking trains and backing in, or hooking up trains, at terminal locations when asked to do so.

Owner Operator wage rates will be in accordance with Byers Transport Agreement.

- I. **Layover** - During the months commencing November 15 and ending February 28 of each year, the Owner Operator shall be reimbursed for layover as follows:

In the event that Owner Operators 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:

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

For the next ten (10) hours, rates as stipulated in Section 5 of this Appendix.

For the next ten (10) hours - no pay

For the next ten (10) hours - rates as stipulated in Section 5 of this Appendix,

and continuing on the same basis for each twenty (20) hour period of continuing layover.

Layover rates of pay are stipulated in Section 5 of this Appendix - Rates of Pay.

The Company will pay for reasonable hotel accommodations when Owner Operators are on layover.

J. Wait Time is clarified as follows:

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

In no event shall wait time pay exceed ten (10) hours for each stop in any twenty (20) hour period. When an Operator is held more than one (1) day, he shall receive pay for the first ten (10) hours of each twenty (20) hour period.

It shall be the duty of the Owner Operator 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.

All time spent waiting to load and unload, waiting for Company equipment to be repaired, and waiting for roads to be cleared as stipulated in Section 5 of this Appendix - Rates of Pay, with a maximum of ten (10) hours pay for waiting time in each twenty (20) hour period. Truck rate will be paid as per this Agreement.

When called in for a specific time of dispatch at the Operator's domiciled terminal, and a delay occurs, the Operator shall be paid man hours from the time of his original scheduled departure, until he actually departs.

Owner Operator wait time wage rates will be in accordance with Byers Transport Agreement.

Truck wait time and rates of pay will be as stipulated in Section 5 of this Appendix, Rates of Pay.

- K. **Fuel Costs** - Fuel cost shall be borne by the Owner Operator, and the Company shall sell its fuel to the Owner Operator at the Company's cost price. The Company will bear the cost of fuel above one cent (1¢) per litre increase over the published Company pump fuel prices, as of May 1, 1996 at all locations.
- L. Mileage - 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 Provinces, Territories and/or States.
- F. All Owner Operators will sign an acknowledgment card; acknowledging that they have received a copy of the appropriate collective agreement. This card will be placed on their driver file.

#### SECTION 4 - TIME of PAYMENT

- A. Payment for services rendered in each calendar month shall be made on the twenty-eighth (28th) day of the following month; provided all trip sheets, supporting documents covering purchases charged to the Company, and statement receipts, have been submitted at least twenty (20) days before the date of payment, **and** all other reasonable requirements met. The Company shall provide each Owner Operator with an advance (on the previous months earnings) of one thousand dollars (\$1,000.00) to be paid on the fifteenth (15th) of each month, provided the Operator has been working regularly and **was** not on holidays, leave of absence, or broken down during the applicable period.
- B. The Company shall provide each Owner Operator covered **by** this Agreement with a separate and detachable written or printed itemized statement in respect of all wage payment made to such Owner Operator. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total miles driven, and **all** deductions made from the gross amount of wages.

**SECTION 5 - RATES of PAY**

**A. Mileage rates - as per G. Below**

12,000 - 36,000 lbs	\$40.00
36,000 - 48,000 lbs	\$60.00
Over 48,000 lbs	\$80.00

**B. Work Time rates** \$18.50 per hour for the truck  
- as per Byers master agreement for the man

Man only - as in physically loading or unloading freight  
- flat rate as follows;

0 - 12,000 lbs	\$20.00
12,000 - 36,000 lbs	\$40.00
36,000 - 48,000 lbs	\$60.00
Over 48,000 lbs	\$80.00

**NOTE:** The above flat rate is for the Owner Operator only, and does not include any monies owing to a second driver where applicable.

**C. Layover rates - \$14.00 per hour for the truck (November 15 - February 28)**

**D. Wait Time rates**

- (I)	\$14.00 per hour for the truck
- (II)	\$06.00 per hour for the truck

**E. Off road and/or special contract hauls to be negotiated and agreed by Senior Management and an Owner Operator representative.**

**F. The Company may require the Owner Operator to post a cash performance and/or holdback bond to a maximum amount of three thousand dollars (\$3,000.00). However at the Owner Operator's request the Company will increase the holdback from three thousand dollars (\$3,000.00) to a higher amount. Such bond shall be returned to the Owner Operator minus any deduction or legitimate charges within ninety (90) days of termination. Interest at the rate of seven percent (7%) per annum shall be paid to the Owner Operator in each succeeding month following the month in which the performance bond achieved its maximum.**

G. MILEAGE RATES

Fort Nelson to Whitehorse		July 1/05	Jan 1/06	July 1/06	Jan 1/07
Five Axles		1.37	1.43	1.44	1.45
Trains	1.50	1.50	1.56	1.57	1.59
LCV	1.59	1.59	1.65	1.66	1.68

Fort Nelson to Whitehorse		July 1/07	Jan 1/08	July 1/08	Jan 1/09	July 1/09
Five Axles	1.46	1.48	1.49	1.50	1.51	
Trains	1.60	1.61	1.62	1.64	1.65	
LCV	1.69	1.70	1.71	1.73	1.74	

Kitwanga to Whitehorse		Jan 1/05	July 1/05	Jan 1/06	July 1/06	Jan 1/07
Five Axles	1.36	1.37	1.43	1.44	1.45	
Trains	1.50	1.50	1.56	1.57	1.59	
LCV	1.59	1.59	1.65	1.66	1.68	

Kitwanga to Whitehorse		July 1/07	Jan 1/08	July 1/08	Jan 1/09	July 1/09
Five Axles	1.46	1.48	1.49	1.50	1.51	
Trains	1.60	1.61	1.62	1.64	1.65	
LCV	1.69	1.70	1.71	1.73	1.74	

Whitehorse to Inuvik	Jan 1/05	July 1/05	Jan 1/06	July 1/06	Jan 1/07
Five Axles	1.56	1.57	1.63	1.64	1.65
Trains	1.71	1.71	1.77	1.78	1.80
LCV	1.80	1.80	1.86	1.87	1.89
Whitehorse to Inuvik	July 1/07	Jan 1/08	July 1/08	Jan 1/09	July 1/09
Five Axles	1.66	1.68	1.69	1.70	1.71
Trains	1.81	1.82	1.83	1.85	1.86
LCV	1.90	1.91	1.92	1.94	1.95

Alberta	1/05	1/06	1/06	1/07
Five Axles	1.05	1.05	1.11	1.14
Trains	1.10	1.10	1.16	1.19
LCV	1.19	1.19	1.25	1.28

Alberta	July 1/07	Jan 1/08	July 1/08	Jan 1/09	July 1/09
Five Axles	1.15	1.16	1.17	1.19	1.20
Trains	1.20	1.21	1.22	1.24	1.25
LCV	1.29	1.30	1.31	1.33	1.34

British Columbia	Jan 1/05	July 1/05	Jan 1/06	July 1/06	Jan 1/07
Five Axles	1.12	1.12	1.18	1.19	1.21
Trains	1.18	1.18	1.24	1.25	1.27
LCV	1.23	1.23	1.29	1.30	1.32

British Columbia	July 1/07	Jan 1/08	July 1/08	Jan 1/09	July 1/09
Five Axles	1.22	1.23	1.24	1.26	1.27
Trains	1.28	1.29	1.30	1.32	1.33
LCV	1.33	1.34	1.35	1.37	1.38

Northwest Territories	Jan 1/05	July 1/05	Jan 1/06	July 1/06	Jan 1/07
Five Axles	1.12	1.12	1.18	1.19	1.21
Trains	1.16	1.16	1.22	1.23	1.25
LCV	1.21	1.21	1.27	1.28	1.30

Northwest Territories	July 1/07	Jan 1/08	July 1/08	Jan 1/09	July 1/09
Five Axles	1.22	1.23	1.24	1.26	1.27
Trains	1.26	1.27	1.28	1.30	1.31
LCV	1.31	1.32	1.33	1.35	1.36

## APPENDIX "D-1"

### COVERS HOURS OF WORK, OVERTIME PROVISIONS, and RATES OF PAY FOR ALL VANCOUVER CITY OWNER OPERATORS.

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#### SECTION 1

- A. Wherever possible, and where such work is under the control or direction of the Company, all equipment shall be loaded and unloaded by Union members coming within the scope of this Collective Agreement.
- B. **All** deliveries and pick ups under the care and control of the Company shall be made by owner operators covered by this Agreement, providing that the operators and appropriate vehicles are available to do the work.

#### SECTION 2 - SENIORITY

- A. Based on seniority, an owner operator can voluntarily declare his/her desired earliest call time. If no senior operator has declared availability for a required start time, the most junior qualified owner operator with appropriate equipment specifications will be required to report.

Weekend work will be allocated wherever possible on a voluntary basis, provided that, upon reaching the end of the seniority list, the junior qualified owner operator with the minimum required equipment specifications will be compelled to do the work.

- B. **All** operators desiring leave of absence for reasons other than injury or sickness must obtain permission, in writing, from the Company in order to maintain their seniority rights and any operator not complying with this clause shall forfeit his seniority rights.

Notwithstanding the above, owner operators, after completion of one (1) year's service, are entitled to schedule time *off* not to exceed three (3) weeks. Such requests will be determined by seniority and are subject to the efficient operation of the Company.

**The** owner operator will provide at least thirty (30) days notice in writing previous to the time taken *off*.

- C. In the event the Company should decide to employ company drivers, owner operators shall be given the first opportunity to be considered for the positions available.

#### SECTION 3

- A. The Company shall, **as** a condition of employment, make available to owner operators services and purchase outlets where they may acquire:

- maintenance services - parts, fuel, tires .
- tractors, trailers or vehicular equipment

It is assumed that the operator will avail himself of these services only if it is to his benefit to do so.

- B. The Company will provide communication equipment free of charge, however, such equipment must be returned to the Company free from damage and in good working order. Loss and/or theft of the equipment is the responsibility of the operator.



- C. The operator is responsible for tarps, belts, chains ( for cargo and tires) and binders.
- D. At the Company's request, the owner operator will make his equipment available for mechanical inspection at Company retained facilities. Failure to have equipment ready within fourteen (14) days shall constitute cause for termination of the owner operator.
- E. An owner operator will be required to paint his equipment in Company colours:
  1. upon replacement with new equipment;
  2. when the vehicle requires painting;
  3. after twenty-four (24) months with the purchase of used equipment.

It is understood that when replacing with used equipment, the operator will endeavour to locate equipment already appropriately painted.

- F. Owner Operators will not be required to supply a relief driver for the first three (3) working days during a breakdown, illness or injury. When an Owner Operator is required to supply a relief driver for any reason, the Company will approve said relief driver by his/her abstract and qualifications.

**SECTION 4 - RATES OF PAY**

- A. Remuneration shall be paid in accordance with the following schedule (rates quoted are for the supply of tractor and driver only):

NIT Owner Operators	Jan 1/05	July 1/05	Jan 1/06	July 1/06	Jan 1/07
Single <b>Axle</b> Tractor	37.43	37.71	38.27	38.85	39.43
Tandem Axle Tractor	41.46	41.77	42.40	43.03	43.68
P&D - 3 ton	28.21	28.42	28.85	29.28	29.72
P&D - 5 ton	31.59	31.82	32.30	32.78	33.28
Power Tail Gate	32.04	32.28	32.76	33.25	33.75
Reefer	32.34	32.58	33.23	33.90	34.58
Reefer & PTG	33.00	33.24	33.91	34.59	35.28

NIT Owner Operators	July 1/07	Jan 1/08	July 1/08	Jan 1/09	July 1/09
Single Axle Tractor	40.02	40.62	41.23	41.85	42.48
Tandem Axle Tractor	44.33	45.00	45.67	46.36	47.05
P&D - 3 ton	30.17	30.62	31.08	31.54	32.02
P&D - 5 ton	33.77	34.28	34.80	35.32	35.85
Power Tail Gate	34.26	34.77	35.30	35.82	36.36
Reefer	35.27	35.97	36.69	37.43	38.18
Reefer & PTG	35.98	36.70	37.44	38.19	38.95

For Seattle Trip Rates see Letter of Understanding

Highway and City Units/Fuel Escalation Clause [effective February 15, 2001]

Agreed to extend the "Fuel Escalation Clause" to include in town limits.  
(Note: This Clause applies for diesel fuel and for business use only.)

Highway units will be compensated for excessive fuel price increases as per the following:

The owner operator will remit a monthly statement to the Company when the purchase of fifty-three and three quarters (53.75) cents per litre is exceeded. The Company will remit to the owner operator penny for penny in excess of fifty-three and three quarters (53.75) cents upon receipt of the owner operators certified purchases (invoice) and a statement claim. Owner operators must make claim to the Company within thirty (30) days of the date of the fuel company's invoice..

City Tractor: An additional fifty (50) cents per hour per axle in excess of five (5) and with an actual weight of 45,000 pounds for delivery and/or pick-up only.

- B. Where regular scheduling of service occurs, trip rates shall be established after consultation with the owner operators and the Union. Rates will be established by mutual agreement between the Company and the Union.
- C. An advance payment (not to exceed hold-back) shall be paid at the end of each month and payment with statement provided on the fifteenth of each month. Such statement shall set forth the date, period covered, total earnings, deductions and rates applicable.
- D. If, as and when an error occurs in an operator's statement and the amount is equivalent to one (1) day's pay or more, he shall be entitled, on request, to a cheque being issued in favour of such operator as soon as possible, and not later than the first Friday following the pay day on which the error was made for such shortage.

E. It is hereby understood and agreed that the following charges are to be paid by the indicated party.

1. Cost of Municipal decals will be reimbursed upon presentation of paid receipts to the Company.

The Company:

1. Trailer insurance and deductible.
2. Cargo insurance and deductible.
3. Motor carrier licence plates.

Owner Operator:

1. Tractor insurance and deductible.
2. Tractor licence plates.
3. Workers' Compensation coverage.

F. Each owner operator will obtain and keep in good standing during the Term of the Agreement all provincial licenses required to operate his/her vehicle.

It is understood and agreed that having and maintaining a valid driving license is a condition of employment. Revocation of license or failure to renew may result in loss of employment.

G. On call in, owner operators are guaranteed four (4) hours pay. If they work in excess of four (4) hours, they are guaranteed six (6) hours pay. If they work in excess of six (6) hours, they are guaranteed eight (8) hours pay.

The Company will continue the present dispatch practice as long as conditions allow.

H. When necessary to engage additional equipment, i.e. P&D trucks, single axle or tandem axle, the Company will provide existing contractors with as much notice as possible, to provide an opportunity by seniority, for the contractors to upgrade their existing vehicles i.e. 5-ton to single axle, single axle to tandem axle. It is agreed that the contractor must meet the qualifications and standards as established by the Company from time to time including all legislated requirements.

I. Work will be made available in order of seniority for Owner Operators, after all Owner Operators have had the opportunity to work a first shift. Double shifting will be offered to the Owner Operators in order of seniority on a daily basis.

All new Owner Operators must operate their own vehicle and cannot be absentee owners. The above will be used in conjunction with Article 3.05 respecting selection. It is agreed that for the duration of this Agreement, management elected Owner Operator representatives shall determine acceptable practices regarding dispatch and seniority groups as provided for.

## APPENDIX "D-2"

### COVERS HOURS OF WORK, OVERTIME PROVISIONS AND RATES OF PAY FOR ALL 9400 SERIES OWNER OPERATORS - PRINCE GEORGE, B.C.

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Replacing of over-the-road equipment for any reason will be guided by the principle that a Company unit will be replaced by a Company unit, and a lease unit may be replaced by another lease unit, or at the Company's option by a Company unit.

#### SECTION 1 - SENIORITY

- A. Seniority, as used herein, shall mean length of service since date of hire.
- B. There shall be two (2) separate classifications for seniority purposes which shall be recognized as follows:
  - Class 1 – Owner Operators
  - Class 2 – Any additional units of Owner Operators
- C. A Seniority List containing the name and starting date of all owner operators will be prepared and posted every six (6) months.
- D. The principle of seniority, in each terminal, shall be maintained in the reduction and restoration of the working force, providing the Owner Operator and his equipment are capable of performing the remaining work.
- E. Any Owner Operator who has been on lack of work layoff for three (3) months or more, shall be removed from the Seniority List, and will be terminated from the Company's employ. The Company shall be under no further obligation to such Owner Operator.
- F. The Company agrees to rehire laid off Owner Operators on a seniority basis, commencing with the last Owner Operator laid off subject to c) above.

Any Owner Operator wishing to protest his seniority date must do so by formally reducing his protest to writing, and submitting same to his supervisor and the Union within thirty (30) days of the posting of the Seniority List on which his name first appears.

#### SECTION 2 - PAY and WORKING CONDITIONS

- A. The Company will maintain trailer, cargo and third party liability insurance it deems appropriate and not less than as required by statute.

The Contractor will maintain and pay for current coverage as required under Workers' Compensation regulations, and current insurance for the vehicle and third-party liability coverage as specified in the Schedule of Insurance Coverage. The Contractor's insurance deductible must not exceed \$5,000.00. The Contractor will provide the Company with a current Certificate of Insurance, and evidence of WCB coverage in good standing.

In the event of a ~~loss~~, howsoever incurred, the Contractor is responsible for an insurance deductible, up to a maximum of \$5,000.00 for any single event.

- B. The Owner Operator must have authorization from the Company in the form of a Purchase Order prior to making any expenditures in the name of the Company. Such expenditures shall be subject to deduction by the Company from the revenue of the Owner Operator.
- C. The Owner Operator shall assume complete financial responsibility for the following:
1. Union dues, Initiation Fees and Assessments
  2. The Contractor will pay for and maintain current commercial motor vehicle registration and licensing, up to a maximum GVW of 53,500 kgs. in British Columbia.
  3. All fuel, tires, maintenance, and related costs necessary to properly maintain his equipment
  4. The Owner Operator must be financially able to sustain operation of his equipment in order to meet required dispatch and Company maintenance requirements.
  5. **At the Company's request, the Owner Operator will make said equipment available for mechanical inspection at Company operated facilities or as directed by the company. Failing to pass said inspection, the Owner Operator will be grounded until unit is acceptable. Failure to have equipment ready within fourteen (14) days shall constitute cause for termination of the Owner Operator.**
  6. The Owner Operator will supply his equipment with tire chains, flares, first aid kits, fire extinguishers, fuses, flags, chock blocks, tachograph, eight (8) cargo chains, eight (8) load binders (cinches), and sixteen (16) steel or plastic corners.
  7. **Unit Color - All** Owner Operators will comply with Company color schemes upon purchasing a new unit, Further, they shall endeavour to accommodate appropriate colours upon purchase of leased units. Newly hired Operators will be given ninety (90) days in which to comply.
  8. When an Owner Operator fails to complete a trip due to breakdown of Owner Operator's equipment, any miles earned to the point of breakdown shall be paid. However, submission of all maintenance records must be made to the Company upon completion of servicing or repair. **Non-compliance** will result in disciplinary action.
- E. **No Mandatory Source** - Under no circumstances will the Company directly or indirectly specify a mandatory source of tires or maintenance to be used by the Owner Operator.
- F. **Work Time** - Truck work time rates of pay shall be as stipulated in, Appendix D-2 Schedule of Rates.
- Work time for the tractors shall mean when the tractor is moving and not being compensated by a mileage rate, such as off highway miles, or travelling to loading or unloading points.
- G. **Wait Time** clarified in Appendix D-2 Schedule of Rates
- H. **Fuel Costs** - Fuel cost shall be borne by the Owner Operator, fuel capped at 43.5 cents per litre for the Prince George region. Fuel purchased above the capped rate will be rebated at 1 cent per mile for every 1.6 cent increase over the capped price.

- I. **Mileage** - 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 Provinces, Territories and/or States.
- J. All Owner Operators will sign an acknowledgment card, acknowledging that they have received a copy of the appropriate collective agreement. This card will be placed on their driver file.

### **SECTION 3 - TIME of PAYMENT**

- A. Payment for services rendered in each calendar month shall be made on the twenty-eighth (28th) day of the following month; provided all trip sheets, supporting documents covering purchases charged to the Company, and statement receipts, have been submitted at least twenty (20) days before the date of payment, and all other reasonable requirements met. The Company shall provide each Owner Operator with an advance (on the previous months earnings) of two thousand dollars (\$2,000.00) to be paid on the fifteenth (15th) of each month, provided the Operator has been working regularly and was not on holidays, leave of absence, or broken down during the applicable period.
- B. The Company shall provide each Owner Operator covered by this Agreement with a separate and detachable written or printed itemized statement in respect of all wage payment made to such Owner Operator. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total miles driven, and all deductions made from the gross amount of wages.

### **SECTION 4 - RATES of PAY**

- A. Mileage rates - as per Appendix D-2 Schedule of Rates
- B. Work Time rates – as per Appendix D-2 Schedule of Rates
- C. Off road and/or special contract hauls to be negotiated and agreed by Senior Management and an Owner Operator representative.
- D. The Company may require the Owner Operator to post a cash performance and/or holdback bond to a maximum amount of three thousand dollars (\$3,000.00). However at the Owner Operator's request the Company will increase the holdback from three thousand dollars (\$3,000.00) to a higher amount. Such bond shall be returned to the Owner Operator minus any deduction or legitimate charges within ninety (90) days of termination. Interest at the rate of seven percent (7%) per annum shall be paid to the Owner Operator in each succeeding month following the month in which the performance bond achieved its maximum.

Schedule **of** Vehicle Description

For the purposes of the aforementioned Agreement, the Contractor provides the following described commercial highway tractor and licensing under the terms of the Agreement.

Tractor: Assigned Company Unit **No.** \_\_\_\_\_

Make: \_\_\_\_\_

Model No.: \_\_\_\_\_ Color: \_\_\_\_\_

Year of Manufacture: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Motor {make & size}: \_\_\_\_\_

Rear-end Ratio: \_\_\_\_\_ Transmission: \_\_\_\_\_

Wheelbase: \_\_\_\_\_ Tire Size: \_\_\_\_\_

Tractor Weight (w/fuel): \_\_\_\_\_

**Accessories :**

Engine Brake: \_\_\_\_\_ First **Aid** Kit: \_\_\_\_\_

Flares: \_\_\_\_\_ Fire Extinguisher: \_\_\_\_\_

Flags: \_\_\_\_\_

**Licensing & Regulatory:**

Registered Owner: \_\_\_\_\_ Lien Holder: \_\_\_\_\_

Commercial Plate No.: \_\_\_\_\_ Copy of Registration: \_\_\_\_\_

Copy of CVIP Certificate: \_\_\_\_\_ Motor Carrier Plate No.: \_\_\_\_\_

Licensed CVW: \_\_\_\_\_ Tare Weight (w/fuel): \_\_\_\_\_

Revenue Canada BN  
(Business Number): \_\_\_\_\_ GST Registration No.: \_\_\_\_\_

**Schedule of Equipment**

Chock Blocks: \_\_\_\_\_

Tire Chains: \_\_\_\_\_

Cargo Chains – 8: \_\_\_\_\_

Binders (clinches) – 8: \_\_\_\_\_

Tarps: \_\_\_\_\_

Load Protectors – 16: \_\_\_\_\_

Dolly Pads: \_\_\_\_\_

**Schedule of insurance Coverage -- Appendix 'C'**

Workers' Compensation  
Account Number: \_\_\_\_\_

Workers' Compensation  
Clearance Letter: \_\_\_\_\_

Vehicle Insurance:  
Minimum \$10,000,000 inclusive limits  
Rate Class: Public Truckmen over 160 kms  
Policy No.: \_\_\_\_\_

Vehicle Insurance  
Copy of Policy: \_\_\_\_\_

Commercial Liability Insurance  
Minimum \$2,000,000: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Certificate of Insurance  
copy: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Schedule of Rates – Appendix 'D-2'**

**I. Mileage Rates:**  
(per mile)

<b>Mileage Rates</b>	<u>Jan-</u> <u>05</u>	<u>Jul-</u> <u>05</u>	<u>Jan-</u> <u>06</u>	<u>Jul-</u> <u>06</u>	<u>Jan-</u> <u>07</u>	<u>Jul-</u> <u>07</u>	<u>Jan-</u> <u>08</u>	<u>Jul-</u> <u>08</u>	<u>Jan-</u> <u>09</u>	<u>Jul-</u> <u>09</u>
		1.20								
5 Axles	1.195	0	1.31	1.32	1.34	1.35	1.36	1.37	1.39	1.40
6 Axle tridem & trains	1.25	1.26	1.37	1.38	1.40	1.41	1.42	1.43	1.45	1.46
7 Axle Trains	1.27	1.28	1.39	1.40	1.42	1.43	1.44	1.45	1.47	1.48

**II. Hourly & Flat Rates:**

Work & Wait Time Rates: For time spent loading and/or unloading, after two (2) free hours of work time and/or wait time the Contractor and vehicle is paid at the rate of \$32.50 per hour.

Direct Delivery: For work time spent in direct delivery of full loads, the Contractor And vehicle is paid at the rate of \$50.00 per load.

Peddle Runs: For pick up and delivery of LTL loads on an en-route peddle Basis, the Contractor is paid \$20.00 per drop flat rate.

**APPENDIX "E"**

**COVERS HEALTH & WELFARE PLAN - ALBERTA and THE NORTHWEST TERRITORIES  
ALL DRIVERS, DOCK WORKERS AND MAINTENANCE SHOP EMPLOYEES**

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**SECTION 1**

The Company shall establish and operate a Health and Welfare Plan, which shall remain unchanged throughout the term of the collective agreement. The Health and Welfare Plan shall cover members of the Union from time to time employed by the Company, subject to the following eligibility conditions:

- A. Any member of the Union who is in the employ of the Company on a regular full-time basis on the effective date of the Health and Welfare Plan shall join the Plan from that date.
- B. Any employee who is hired by the Company for regular full-time employment after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following completion of ninety (90) days of employment with the Company.
- C. Notwithstanding the provisions of sub-section B above, any employee who is hired by the Company for regular full-time employment, after the effective date of the Health and Welfare Plan, shall join the Plan the day he is so hired provided that within the previous thirty (30) day period he was a participant in the comparable Health and Welfare Plan of another company which is a party to an identical agreement to this Agreement, provided he so advises the Company at time of hiring.

**SECTION 2**

The Plan shall provide the following benefits:

- A. Group Insurance, providing the following minimum coverage:
  - 1. Life insurance covering death from any cause in the amount of . . . . . \$30,000.00
  - 2. Accidental death and dismemberment coverage for loss within ninety (90) days of an accident, of life, limb, or sight, according to the following schedule:

Loss of life . . . . .	\$20,000.00
Loss of both hand or both feet, or sight of both eyes . . . . .	\$20,000.00
<b>Loss</b> of one hand and one foot . . . . .	\$20,000.00
Loss of one hand and sight of one eye . . . . .	\$20,000.00
<b>Loss</b> of one foot and sight of one eye . . . . .	\$20,000.00
Loss of one hand, or one foot, or sight of one eye . . . . .	\$10,000.00

3. Non-occupational weekly indemnity coverage equal to current Employment Insurance rates, per week, commencing on the first (1st) day of necessary absence from work due to accident, and on the fourth (4th) day of necessary absence from work due sickness, continuing for a maximum of twenty-six (26) weeks during any period of disability. Period of disability from the same cause shall be considered as separate periods of disability provided they are separated by a return to active employment with the Company for at least one (1) full week.
  4.
    - a) It shall be the responsibility of the Company to provide the employee with the necessary Health and Welfare forms.
    - b) It shall then be the responsibility of the employee to cause such forms to be filled out and completed by his doctor, in order that they can be processed in order.
    - c) The Company shall cause the Insurance carrier to remit payments due the employee not less frequently than his normal pay periods.
- B. Medical, surgical, and obstetrical coverage in accordance with the Standard Plan of Service in the province or territory in which the employee is domiciled.
- C. Major Medical or Extended Health Benefits coverage for expenses resulting from illness or injury which may not be covered under the basic Provincial or Territorial Medical or Hospital Plans. This coverage has a **twenty-five** dollar (\$25.00) deductible, after which there is one hundred percent (100%) reimbursement of eligible expenses. Vision Care benefits are included under the Plan, to a maximum of one hundred dollars (\$100.00) in any **twenty-four** (24) month period, for the employee or for any registered dependant of the employee.
- D. Effective January 1, 2006 Vison care benefits will increase to a maximum of two hundred and fifty dollars (\$250.00) in any **twenty-four (24)** month period. Dependant children, to age seventeen (17) years, will have coverage to a maximum of two hundred and fifty dollars (\$250.00) provided a letter is provided from a certified eye specialist, advising of a special problem with visual acuity. This amount will include replacement of frames only when the old frames cannot be adapted to the new lens(es).

### SECTION 3 - DENTAL COVERAGE

The Company Health and Welfare Plan will include Dental Plan insurance provisions to contain the following provisions:

- A. Ninety percent (90%) coverage for basic dentistry for the employee, the employee's spouse and dependent children ages one (1) to eighteen (**18**) years. Basic dentistry to include:
1. recall exams for employee and qualified dependents, maximum once each six (**6**) month period
  2. fluoride application for dependent children ages one (1) to eighteen (**18**) years, maximum once each six (**6**) month period.

- 3. fluoride application for employee and dependent spouse, maximum once each six (6) month period
  - 4. periodontal scaling
- B. Seventy percent (70%) coverage for prosthetic and restorative benefits for the employee, his spouse, and dependant children ages one (1) to eighteen (18) years inclusive, to a maximum of one thousand dollars (\$1,000.00) per year, per patient.
  - C. Fifty percent (50%) coverage for Orthodontics for dependent children to age seventeen (17) years. Life time maximum per patient is two thousand dollars (\$2,000.00). Appliances lost or broken will not be replaced under the Plan.
  - D. Coverage for dependant children to age **twenty-five** (25) years, under the schedules outlined in A. and B. above, shall remain in effect provided the dependant child is attending a recognized educational institution, or is mentally infirm.

#### **SECTION 4 - LONG TERM DISABILITY**

- A. If, at the expiration of **twenty-six** (26) weeks allowable for weekly indemnity, the employee is considered to remain disabled from work, the employee may then qualify for Employment Insurance Benefits (formerly U.I.C. now E.I.), as provided under prevailing government legislation and regulation, to a maximum benefit period of fifteen (15) weeks, or as provided in the regulations.

Where an employee in the fifteen (**15**) week Employment Insurance period, does not qualify for the maximum Employment Insurance weekly benefit, the benefit will be **topped-up**, not to exceed the maximum weekly Employment Insurance benefit prevailing at the commencement of the disability.

- B. If at the expiration of Weekly Indemnity Benefits and Employment Insurance Benefits (formerly UIC, now E.I.), for a combined period of **forty-one** (41) weeks (elimination period), the employee ~~is~~ considered to be totally disabled, the employee shall then be subject to Long Term Disability Benefits.
- C. Total Disability -
  - 1. An employee shall be deemed to be totally disabled, or total disability shall be deemed to exist, when the employee is suffering from such a state of bodily or mental incapacity, resulting from illness or disease, or accidental bodily injury, as would make the employee unable to work at any occupation for which the employee is, or may reasonably become, qualified by reason of education, training or experience.

2. If, after having been totally disabled for a period at least equal to the elimination period, the employee enters into a rehabilitation program for which remuneration is received, total disability will be considered to continue during the rehabilitation period, up to twenty-four (24) months from the date of entry into the program. Remuneration received from an approved rehabilitation program may result in reduction of the long term disability benefit to the extent that total disability income received from all sources must not exceed eighty-five percent (85%) of pre-disability earnings.
  3. If a rehabilitation program is medically initiated and approved for an employee on long term disability, the employee must participate in the rehabilitation program in order for long term disability benefits to continue in effect.
  4. It is provided however that an employee shall be deemed not to be totally disabled, or total disability shall be deemed not to exist, if the employee is engaged in any employment for compensation or profit. The availability of employment will not be considered in the assessment of the employee's disability.
- D. In the case of Long Term Disability, as outlined above, payment during such disablement shall be in the amount of one thousand dollars (\$1,000.00) per month, until such time as the employee is deemed not to be totally disabled, or reaches the age of sixty-five (65) years, or dies, whichever occurs first.
- E. The Company is to maintain parity to the Health & Welfare Long Term Disability Plans of Union Locals 31, 213, and 362.

#### **SECTION 5**

- A. The cost of the Plan, as provided, shall be borne one hundred percent (100%) by the Company  
Alberta Health Care premiums will be paid one hundred percent (100%) by the employee
- B. Coverage for benefits under the Health and Welfare Program will remain in force for the whole of any month in which the employee works a portion, whether or not the member remains in the employ of the Company for the whole of such month.
- C. The Company shall notify the employee, at the time of layoff, of the date of expiry of the employee's Health and Welfare Plan coverage.

#### **SECTION 6 - SICK LEAVE**

- A. All regular employees who have one (1) continuous year's service or more, shall thereafter accumulate paid sick leave, at the rate of one-half ( $\frac{1}{2}$ ) day per employed month, to a maximum of thirty (30) days. The accumulation of said sick leave shall be based on the following provisions:
1. The employee shall begin accumulation of sick leave on the start of the pay period immediately following the date he completes one (1) year continuous employment.

2. The employee must be paid for not less than one hundred and twenty-eight (128) hours in a four **(4)** week period, to be credited for one-half ( $\frac{1}{2}$ ) day in that month, including vacation and General Holidays.
  3. Employees absent from work due to leave of absence for any reason, or sickness, or Compensation, will not accumulate sick leave during this absence.
- B. For any of the first three (3) successive days of sickness, sick leave shall be applied as follows:
1. One (1) day's pay for each of the first (1st) and second (2nd) days of sickness, provided those days are regular work days.
  2. One-half ( $\frac{1}{2}$ ) day's pay for the third (3rd) day of sickness, provided that day is a regular work day.
  3. One (1) day's pay for hourly paid employees will be eight (**8**) hours pay at the regular hourly rate for the employee's classification. One (1) day's pay for linehaul drivers will be ten (10) hours pay at the work time rate.
  4. It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the Company may prescribe.
- C. **Any** proven abuse of the Sick Leave provisions will subject the employee to immediate dismissal without recourse to the Grievance Procedure.

## SECTION 7

- A. Employees aged **fifty-five (55)** years and over, **who** give the Company notice of retirement, shall have one half ( $\frac{1}{2}$ ) of their unused sick leave **bank** entitlement paid by out the Company to a maximum of fifteen (15 ) days, as part of their final pay.

APPENDIX "E-1"

**COVERS HEALTH AND WELFARE PLAN FOR ALL DRIVERS, DOCK WORKERS AND MAINTENANCE SHOP EMPLOYEES - BRITISH COLUMBIA and YUKON TERRITORY**

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**SECTION 1**

The Company shall establish and operate a Health and Welfare Plan which shall remain unchanged throughout the term of the collective agreement. The Health and Welfare Plan shall cover members of the Union from time to time employed by the Company, and subject to the following eligibility conditions:

- A. Any member of the Union who is in the employ of the Company on a regular full-time basis on the effective date of the Health and Welfare Plan shall join the Plan from that date.
- B. Any employee who is hired by the Company for regular full-time employment after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following completion of ninety (90) days of employment with the Company.
- C. Notwithstanding the provisions of sub-section B above, any employee who is hired by the Company for regular full-time employment, after the effective date of the Health and Welfare Plan, shall join the Plan the day he is so hired provided that within the previous thirty (30) day period he was a participant in the comparable Health and Welfare Plan of another company which is a party to an identical agreement to this Agreement, provided he so advises the Company at time of hiring.

**SECTION 2**

The Plan shall provide the following benefits:

- A. Group Insurance, providing the following minimum coverage:
  - 1. Life insurance covering death from any cause in the amount of . . . . . \$30,000.00
  - 2. Accidental death and dismemberment coverage for loss within ninety (90) days of an accident, of life, limb, or sight, according to the following schedule:

Loss of life . . . . .	\$20,000.00
Loss of both hand or both feet,	
or sight of both eyes . . . . .	\$20,000.00
Loss of one hand and one foot . . . . .	\$20,000.00
Loss of one hand and sight of one eye . . . . .	\$20,000.00
Loss of one foot <i>and</i> sight of one eye . . . . .	\$20,000.00
Loss of one hand, or one foot, or sight of one eye . . . . .	\$10,000.00
  - 3. Survivor's Income Benefit - guaranteed ten (10) years - \$100.00 per month
  - 4. Non-occupational Weekly Indemnity coverage equal to current Employment Insurance (EI) Commission rates, per week, commencing on the first (1st) day of necessary absence from work due to accident, and on the fourth (4th) day of necessary absence

from work due to sickness, continuing for a maximum of fifty-two (52) weeks during any period of disability. For all periods of disability commencing on or after August 1, 1998, the weekly indemnity period becomes twenty-six (26) weeks. Period of disability from the same cause shall be considered as separate periods of disability provided they are separated by a return to active employment with the Company for at least one (1) week.

5.
  - a) It shall be the responsibility of the Company to provide the employee with the necessary Health and Welfare forms.
  - b) He shall then be the responsibility of the employee to cause such forms to be filled out and completed by his doctor, in order that they can be processed in order.
  - c) The Company shall cause the Insurance carrier to remit payments due the employee not less frequently than his normal pay periods.
- B. Medical, surgical, and obstetrical coverage in accordance with the Standard Plan of Service in the province or territory in which the employee is domiciled.
- C. Major Medical or Extended Health Benefits coverage for expenses resulting from illness or injury which may not be covered under the basic Provincial or Territorial Medical or Hospital Plans. This coverage has a twenty-five dollar (\$25.00) deductible, after which there is one hundred percent (100%) reimbursement of eligible expenses.
- D. **Vision Care** benefits are included under the Plan, to a maximum of two hundred and fifty dollars (\$250.00) in any twenty-four (24) month period, for the employee or for any registered dependant of the employee. Dependant children, to age seventeen (17) years, will have coverage to a maximum of two hundred dollars (\$200.00) provided a letter is provided from a certified eye specialist, advising of a special problem with visual acuity. This amount will include replacement of frames only when the old frames cannot be adapted to the new lens(es).

### SECTION 3 - DENTAL COVERAGE

The Company Health and Welfare Plan will include Dental Plan insurance provisions to contain the following provisions:

- A. One hundred percent (100%) coverage for basic dentistry, for the employee, his spouse, and dependant children ages one (1) to eighteen (18) years. Basic dentistry to include:
  - recall exams for employee and qualified dependents, maximum once each six (6) month period
  - fluoride application for dependent children ages one (1) to eighteen (18) years, maximum once each six (6) month period.
  - fluoride application for employee and dependent spouse, maximum once each six (6) month period



– periodontal scaling

- B. Seventy percent (70%) coverage for prosthetic and restorative benefits for the employee, his spouse, and dependant children ages one (1) to eighteen (18) years inclusive, to a maximum of one thousand dollars (\$1,000.00) per year, per patient.
- C. Fifty percent (50%) coverage for Orthodontics for dependant children to age seventeen (17) years. Life time maximum per patient is two thousand dollars (\$2,000.00). Appliances lost or broken will not be replaced under the Plan.
- D. Coverage for dependant children to age twenty-five (25) years, under the schedules outlined in A. and B. above, shall remain in effect provided the dependant child is attending a recognized educational institution, or is mentally infirm.

#### **SECTION 4 - LONG TERM DISABILITY**

- A. If, at the expiration of twenty-six (26) weeks allowable for weekly indemnity, the employee is considered to remain disabled from work, the employee may then qualify for Employment Insurance Benefits (formerly U.I.C., now E.I.), as provided under prevailing government legislation and regulation, to a maximum benefit period of fifteen (15) weeks, or as provided in the regulations.

Where an employee in the fifteen (15) week Employment Insurance period, does not qualify for the maximum Employment Insurance weekly benefit, the benefit will be topped-up, not to exceed the maximum weekly Employment Insurance benefit prevailing at the commencement of the disability.

- B. If at the expiration of Weekly Indemnity Benefits and Employment Insurance Benefits (formerly UIC, now E.I.), for a combined period of forty-one (41) weeks (elimination period), the employee is considered to be totally disabled, the employee shall then be subject to Long Term Disability Benefits.
- C. Total Disability -
  - 1. An employee shall be deemed to be totally disabled, or total disability shall be deemed to exist, when the employee is suffering from such a state of bodily or mental incapacity, resulting from illness or disease, or accidental bodily injury, as would make the employee unable to work at any occupation for which the employee is, or may reasonably become, qualified by reason of education, training or experience.
  - 2. If, after having been totally disabled for a period at least equal to the elimination period, the employee enters into a rehabilitation program for which remuneration is received, total disability will be considered to continue during the rehabilitation period, up to twenty-four (24) months from the date of entry into the program. Remuneration received from an approved rehabilitation program may result in reduction of the long term disability benefit to the extent that total disability income received from all sources must not exceed eighty-five percent (85%) of pre-disability earnings.

3. If a rehabilitation program is medically initiated and approved for an employee on long term disability, the employee must participate in the rehabilitation program in order for long term disability benefits to continue in effect.
  4. It is provided however that an employee shall be deemed not to be totally disabled, or total disability shall be deemed not to exist, if the employee is engaged in any employment for compensation or profit. The availability of employment will not be considered in the assessment of the employee's disability.
- D** In the case of Long Term Disability, as outlined above, payment during such disablement shall be in the amount of one thousand dollars (\$1,000.00) per month, until such time as the employee is deemed not to be totally disabled, or reaches the age of sixty-five (65) years, or dies, whichever occurs first.
- E.** The Company is to maintain parity to the Health & Welfare Long Term Disability Plans of Union Locals 31, 213, and 362.

## **SECTION 5**

- A.** The Company shall remit twenty percent (20%) of the cost of the Provincial Medical Services Plan on behalf of Local 213 members.
- B.** Coverage for benefits under the Health and Welfare Program will remain in force for the whole of any month in which the employee works a portion, whether or not the member remains in the employ of the Company for the whole of such month.
- C.** The Company shall notify the employee, at the time of layoff, of the date of expiry of the employee's Health and Welfare Plan coverage.

## **SECTION 6 - SICK LEAVE**

- A.** All regular employees who have one (1) continuous year's service or more, shall thereafter accumulate paid sick leave, at the rate of one-half ( $\frac{1}{2}$ ) day per employed month, to a maximum of thirty (30) days. The accumulation of said sick leave shall be based on the following provisions:
1. The employee shall begin accumulation of sick leave on the start of the pay period immediately following the date he completes one (1) year continuous employment.
  2. The employee must be paid for not less than one hundred and ~~twenty-eight~~ (128) hours in a four (**4**) week period, to be credited for one-half ( $\frac{1}{2}$ ) day in that month, including vacation and General Holidays.
  3. Employees absent from work due to leave of absence for any reason, or sickness, or Compensation, will not accumulate sick leave during this absence.

- B. For any of the first three (3) successive days of sickness, sick leave shall be applied as follows:
1. One (1) day's pay for each of the first (1st) and second (2nd) days of sickness, provided those days are regular work days.
  2. One-half ( $\frac{1}{2}$ ) day's pay for the third (3rd) day of sickness, provided that day is a regular work day.
  3. One (1) day's pay for hourly paid employees will be eight (8) hours pay at the regular hourly rate for the employee's classification. One (1) day's pay for linehaul drivers will be ten (10) hours pay at the work time rate.
  4. It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the Company may prescribe.
- C. Any proven abuse of the Sick Leave provisions will subject the employee to immediate dismissal without recourse to the Grievance Procedure.

## **SECTION 7**

Employees aged fifty-five (55) years and over, who give the Company notice of retirement, shall have one-half ( $\frac{1}{2}$ ) of their unused sick leave bank entitlement paid out by the Company to a maximum of fifteen (15) days, as part of their final pay

## APPENDIX "E-2"

### COVERS HEALTH AND WELFARE PLAN - Office Personnel - All Locations

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#### SECTION 1 - HEALTH AND WELFARE

- A. All regular full time employees will continue to enjoy the Health and Welfare Plan that is presently in effect.
- B. The Company Health and Welfare Program is **as** covered in the Clerical Benefit Booklet, and forms a part of this Agreement.
- C. Agreed that one hundred percent (100%) of premiums would be paid for Vancouver/Whitehorse employees.

#### SECTION 2 - SICK LEAVE

- A. All regular full-time employees, who have one **(1)** continuous year service or more, shall thereafter accumulate paid sick leave at the rate of one-half ( $\frac{1}{2}$ ) day per employed month to a maximum of twelve (12) days.
- B. The accumulation of said sick leave shall be based on the following provisions:  
  
Unused earned sick day will be carried forward to the next year, and  
  
Any accumulations of more than six **(6)** sick days shall be paid to the employee within thirty (30) days of December 31<sup>st</sup>.
- C. The employee shall begin accumulation of sick leave on the start of the pay period immediately following the date he completes one (1) year of continuous employment.
- D. The employee must be paid for not less than one hundred ~~twenty-eight~~ (128) hours in a four **(4)** week period to be credited for a half ( $\frac{1}{2}$ ) day in that month, including vacation and General Holidays.
- E. Employees absent from work due to leave of absence for any reason, or sickness and compensation, will not accumulate sick leave during this absence.
- F. Paid sick leave shall be applied as follows:
  - 1. One-half ( $\frac{1}{2}$ ) day's pay for the first day of absence.
  - 2. One (1) full day's pay for each of the second (2nd) and third (3rd) days off from his regular work days.
  - 3. A day's pay for employees will be eight (8) hours pay at the regular hourly rate for his classification.
  - 4. It shall be the responsibility of the employee to claim for accredited sick leave.

- G. Any proven abuse of the sick leave provision will subject the employee to immediate dismissal without recourse to the Grievance Procedure.

## APPENDIX "F"

### **PRAIRIE TEAMSTERS PENSION PLAN - ALL DRIVERS, DOCKWORKERS, and MAINTENANCE SHOP EMPLOYEES.**

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#### **A. Regular hourly rated employees - Local 362**

Effective September 1, 2004 - The Company will contribute two dollars (\$2.00) per hour for each hour for which wages are payable, as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

Effective January 1, 2006 - The Company will contribute two dollars and ten cents (\$2.10) per hour for each hour for which wages are payable, as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

Effective January 1, 2007 - The Company will contribute two dollars and twenty cents (\$2.20) per hour for each hour for which wages are payable, as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

Effective January 1, 2008 - The Company will contribute two dollars thirty (\$2.30) per hour for each hour for which wages are payable, as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

Effective January 1, 2009 - The Company will contribute two dollars forty (\$2.40) per hour for each hour for which wages are payable, as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

#### **B. Linehaul Drivers - Local 362**

Effective September 1, 2004 - The Company will contribute four point four three (**4.43**) cents per mile for each mile paid for as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

The Company will contribute ~~two~~ two dollars (\$2.00) per hour for each hour paid for, over and above the mileage contribution, as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

Effective January 1, 2006 - The Company will contribute four point ~~six six six~~ seven (4.6667) cents per mile for each mile paid for as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

The Company will contribute two dollars and ten cents (\$2.10) per hour for each hour paid for, over and above the mileage contribution, as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

**Effective January 1, 2007** - The Company will contribute four point eight eight eight nine (4.8889) cents per mile for each mile paid for as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

The Company will contribute two dollars twenty cents (\$2.20) per hour for each hour paid for, over and above the mileage contribution, as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

**Effective January 1, 2008** - The Company will contribute five point one one one one (5.1111) cents per mile for each mile paid for as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

The Company will contribute two dollars and thirty cents (\$2.30) per hour for each hour paid for, over and above the mileage contribution, as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

**Effective January 1, 2009**- The Company will contribute five point three three three three (5.3333) cents per mile for each mile paid for as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

The Company will contribute two dollars and forty cents (\$2.40) per hour for each hour paid for, over and above the mileage contribution, as of the first of the month following ninety (90) calendar days of full time employment, to the Prairie Teamsters Pension Plan.

- C. Contributions and remittances referred to in A and B above, shall be remitted monthly by the fifteenth (15th) day of the month following that month to which they refer, together with a form supplied to the Company by the Union, which shall provide full instructions.
- D. Timely payment of contributions to the Trust **Funds** provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows;
1. The Union will advise the Company, in writing, of any delinquency.
  2. If the Company has failed to respond within **forty-eight (48)** hours of receipt of notification, exclusive of Saturday, Sundays and Holidays, the Union may then request a meeting with the Company to provide for payment of funds.
  3. In the case of failure of the Company to contribute into the funds on the due date, the Trustees in their joint names may take legal action against the Company for recovery of the amount due.

## APPENDIX "F-1"

### TEAMSTERS LOCAL UNION 213 PENSION PLAN - ALL DRIVERS, DOCK WORKERS AND MAINTENANCE SHOP EMPLOYEES

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#### A. Regular hourly rated employees - Local 213 only.

Effective September 1, 2004 - The Company will contribute two dollars and ten cents (\$2.10) per hour for each hour for which wages are payable, as of the first of the month following ninety (90) calendar days of full time employment, to the Teamsters Local Union No. 213 Pension Plan.

Effective January 1, 2006 - The Company will contribute two dollars and twenty cents (\$2.20) per hour for each hour for which wages are payable, as of the first of the month following ninety (90) calendar days of full time employment, to the Teamsters Local Union No. 213 Pension Plan.

Effective January 1, 2007 - The Company will contribute two dollars and thirty cents (\$2.30) per hour for each hour for which wages are payable, as of the first of the month following ninety (90) calendar days of full time employment, to the Teamsters Local Union No. 213 Pension Plan.

Effective January 1, 2008 - The Company will contribute two dollars and forty cents (\$2.40) per hour for each hour for which wages are payable, as of the first of the month following ninety (90) calendar days of full time employment, to the Teamsters Local Union No. 213 Pension Plan.

Effective January 1, 2009 - The Company will contribute two dollars and fifty cents (\$2.50) per hour for each hour for which wages are payable, as of the first of the month following ninety (90) calendar days of full time employment, to the Teamsters Local Union No. 213 Pension Plan.

#### B. Linehaul Drivers - Local 213 only

Effective September 1, 2004 - The Company will contribute four point six six (4.66) cents per mile for each mile paid for as of the first of the month following ninety (90) calendar days of full time employment, to the Teamsters Local 213 Pension Plan.

The Company will contribute two dollars and ten cents (\$2.10) per hour for each hour paid for, over and above the mileage contribution, as of the first of the month following ninety (90) calendar days of full time employment, to the Teamsters Local 213 Pension Plan.

Effective January 1, 2006 - The Company will contribute four point eight eight eight nine (4.8889) cents per mile for each mile paid for as of the first of the month following ninety (90) calendar days of full time employment, to the Teamsters Local 213 Pension Plan.

The Company will contribute two dollars and twenty cents (\$2.20) per hour for each hour for which wages are payable, as of the first of the month following ninety (90) calendar days of full time employment, to the Teamsters Local Union No. 213 Pension Plan.



**Effective January 1, 2007** - The Company will contribute five point one one one one (5.1111) cents per mile for each mile paid for as of the first of the month following ninety (90) calendar days of full time employment, to the Teamsters Local 213 Pension Plan.

The Company will contribute two dollars and thirty cents (\$2.30) per hour for each hour for which wages are payable, as of the first of the month following ninety (90) calendar days of full time employment, to the Teamsters Local Union No. 213 Pension Plan.

**Effective January 1, 2008** - The Company will contribute five point three three three three (5.3333) cents per mile for each mile paid for as of the first of the month following ninety (90) calendar days of full time employment, to the Teamsters Local 213 Pension Plan.

The Company will contribute two dollars and forty cents (\$2.40) per hour for each hour for which wages are payable, as of the first of the month following ninety (90) calendar days of full time employment, to the Teamsters Local Union No. 213 Pension Plan.

**Effective January 1, 2009** - The Company will contribute five point five five five six (5.5556) cents per mile for each mile paid for as of the first of the month following ninety (90) calendar days of full time employment, to the Teamsters Local 213 Pension Plan.

The Company will contribute two dollars and fifty cents (\$2.50) per hour for each hour for which wages are payable, as of the first of the month following ninety (90) calendar days of full time employment, to the Teamsters Local Union No. 213 Pension Plan.

- C. Contributions and remittances referred to in A. and B. above shall be remitted monthly by the fifteenth (15th) day of the month following that month to which they refer, together with a form supplied to the Company by the Union which shall provide full instructions.
- D. Timely payment of contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows;
1. The Union will advise the Company, in writing, of any delinquency
  2. If the Company has failed to respond within **forty-eight (48)** hours of receipt of notification] exclusive of Saturday]Sundays and Holidays, the Union may then request a meeting with the Company to provide for payment of funds.
  3. In the case of failure of the Company to contribute into the funds on the due date, the Trustees in their joint names may take legal action against the Company for recovery of the amount due.

APPENDIX "F-2"

TEAMSTERS LOCAL UNION NO. 31 - TEAMSTERS NATIONAL PENSION PLAN - FOR ALL DRIVERS, **DOCK** WORKERS, AND MAINTENANCE SHOP EMPLOYEES

---

A. Regular Hourly Rated Employees - Local Union No. 31 only

Effective September 1, 2004 - The Company will contribute two dollars and ten cents (\$2.10) per hour for hourly-paid employees, to the Teamsters National Pension Plan, as of the first of the month following ninety (90) calendar days of full time employment.

Effective January 1, 2006 - The Company will contribute two dollars and twenty cents (\$2.20) per hour for hourly-paid employees, to the Teamsters National Pension Plan, as of the first of the month following ninety (90) calendar days of full time employment.

Effective January 1, 2007 - The Company will contribute two dollars and thirty cents (\$2.30) per hour for hourly-paid employees, to the Teamsters National Pension Plan, as of the first of the month following ninety (90) calendar days of full time employment.

Effective January 1, 2008 - The Company will contribute two dollars and forty cents (\$2.40) per hour for hourly-paid employees, to the Teamsters National Pension Plan, as of the first of the month following ninety (90) calendar days of full time employment.

Effective January 1, 2009 - The Company will contribute two dollars and fifty cents (\$2.50) per hour for hourly-paid employees, to the Teamsters National Pension Plan, as of the first of the month following ninety (90) calendar days of full time employment

B. Linehaul Employees - Local Union No. 31 only

Effective September 1, 2004 - The Company will contribute four point six **six (4.66)** cents per mile for mileage-paid employees, to the Teamsters National Pension Plan, as of the first of the month following ninety (90) calendar days of full time employment.

The Company will contribute two dollars and ten cents (\$2.10) per hour for hourly-paid employees, to the Teamsters National Pension Plan, as of the first of the month following ninety (90) calendar days of full time employment

Effective January 1, 2006 - The Company will contribute four point eight eight eight nine (4.8889) cents per mile for mileage-paid employees, to the Teamsters National Pension Plan, as of the first of the month following ninety (90) calendar days of full time employment.

The Company will contribute two dollars and twenty cents (\$2.20) per hour for hourly-paid employees, to the Teamsters National Pension Plan, as of the first of the month following ninety (90) calendar days of full time employment,

**Effective January 1, 2007** - The Company will contribute five point one one one one (5.1111) cents per mile for mileage-paid employees, to the Teamsters National Pension Plan, as of the first of the month following ninety (90) calendar days of full time employment.

The Company will contribute two dollars and thirty cents (\$2.30) per hour for hourly-paid employees, to the Teamsters National Pension Plan, as of the first of the month following ninety (90) calendar days of full time employment.

**Effective January 1, 2008** - The Company will contribute five point three three three three (5.3333) cents per mile for mileage-paid employees, to the Teamsters National Pension Plan, as of the first of the month following ninety (90) calendar days of full time employment.

The Company will contribute two dollars and forty cents (\$2.40) per hour for hourly-paid employees, to the Teamsters National Pension Plan, as of the first of the month following ninety (90) calendar days of full time employment.

**Effective September 1, 2009** - The Company will contribute five point five five six (5.5556) cents per mile for mileage-paid employees, to the Teamsters National Pension Plan, as of the first of the month following ninety (90) calendar days of full time employment.

The Company will contribute two dollars and fifty cents (\$2.50) per hour for hourly-paid employees, to the Teamsters National Pension Plan, as of the first of the month following ninety (90) calendar days of full time employment

## APPENDIX "F-3"

### CLERICAL PENSION GRSP PLAN

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Effective September 1, 2003 employees are eligible to join Landtran GRSP Matching Plan. Full details are attached. Plan matches up to:

- 2% basic wage for employees with 1 - 5 years
- 3% basic wage for employees with 5 - 10 years
- 5% basic wage for employees with 10+ year

## APPENDIX "F-4"

### PENSION PLAN -VANCOUVER & PRINCE GEORGE EMPLOYEES

**Effective January 1, 2006** - The Company will contribute thirty one point two five cents (\$0.3125) per hour for hourly-paid employees, to the Teamsters National Pension Plan, as of the first of the month following ninety (90) calendar days of full time employment.

**Effective January 1, 2007** - The Company will contribute sixty two point five zero cents (\$0.6250) per hour for hourly-paid employees, to the Teamsters National Pension Plan, as of the first of the month following ninety (90) calendar days of full time employment.

**Effective January 1, 2008** - The Company will contribute ninety three point seven five cents (\$0.9375) per hour for hourly-paid employees, to the Teamsters National Pension Plan, as of the first of the month following ninety (90) calendar days of full time employment.

**Effective January 1, 2009** - The Company will contribute one dollar and twenty-five cents (\$1.25) per hour for hourly-paid employees, to the Teamsters National Pension Plan, as of the first of the month following ninety (90) calendar days of full time employment

## APPENDIX "G"

### **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, **excluding clerical employees.**

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 # 1

**BETWEEN:** BYERS TRANSPORTATION SYSTEM INC.  
NORTHERN INTERIOR TRANSPORT LTD.  
BYERS TRANSPORT LIMITED and  
SPRUCELAND DISTRIBUTORS LIMITED  
Edmonton, Alberta

**AND** WESTERN CANADA COUNCIL OF TEAMSTERS

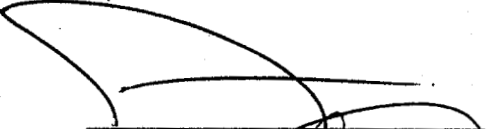
**RE:** Northern Interior Transport  
Vancouver Owner Operators  
Hired Cartage


The Parties hereto agree that before hired cartage is called in, all Owner Operators will be given the opportunity to work first, if they so choose.

SIGNED THIS 13 DAY OF JUNE, 2006

**ON BEHALF OF THE COMPANY:**

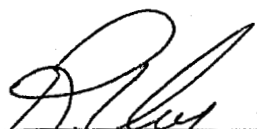
Byers Transportation System Inc.  
Northern Interior Transport Ltd.  
Byers Transport Limited, and  
Spruceland Distributors Limited

  
\_\_\_\_\_  
John Assman  
Chief Operating Officer

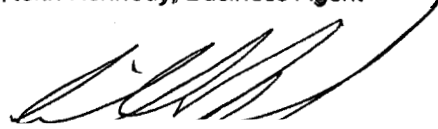
  
\_\_\_\_\_  
Paul Flanagan  
Director of Operations

**ON BEHALF OF THE UNIONS:**

Western Canada Council of Teamsters

  
\_\_\_\_\_  
General Teamsters, Local Union No. 362  
Roy A. Finley, Secretary-Treasurer

  
\_\_\_\_\_  
Teamsters Local Union No. 310  
Keith Kennedy, Business Agent

  
\_\_\_\_\_  
Teamsters Local Union No. 31  
Richard van Grol, Business Agent

LETTER OF UNDERSTANDING # 2

**BETWEEN:** BYERS TRANSPORTATION SYSTEM INC.  
NORTHERN INTERIOR TRANSPORT LTD.  
BYERS TRANSPORT LIMITED and  
SPRUCELAND DISTRIBUTORS LIMITED  
Edmonton, Alberta

**AND** WESTERN CANADA COUNCIL OF TEAMSTERS

**RE:** Northern Interior Transport  
Vancouver Owner Operators  
Health & Welfare Benefits for Owner Operators

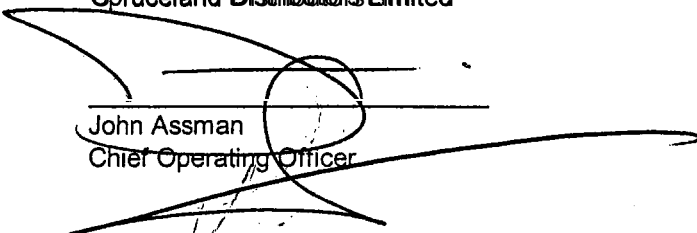
The Parties hereto agree that:

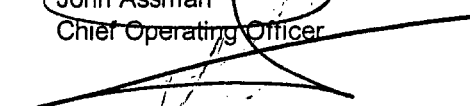
1. Owner Operators will be provided Health & Welfare coverage
2. Health & Welfare premiums shall be paid wholly by the Owner Operators
3. The coverage provided to the Owner Operators will be Plan B of the Teamster Transport Health & Welfare Trust Plan
4. The Company will deduct the Health & Welfare monthly premiums from the Owner Operators' cheque, and will remit same to the Teamsters Transport Health & Welfare Trust Plan on a monthly basis.

SIGNED THIS 13 DAY OF JUNE, 2006

**ON BEHALF OF THE COMPANY:**


Byers Transportation System Inc.  
Northern Interior Transport Ltd.  
Byers Transport Limited, and  
Spruceland Distributors Limited

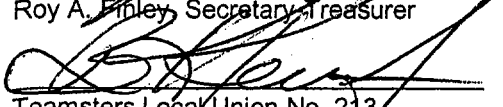
  
\_\_\_\_\_  
John Assman  
Chief Operating Officer

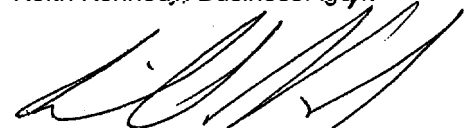
  
\_\_\_\_\_  
Paul Flanagan  
Director of Operations

**ON BEHALF OF THE UNIONS:**

Western Canada Council of Teamsters

  
\_\_\_\_\_  
General Teamsters, Local Union No. 362  
Roy A. Finley, Secretary/Treasurer

  
\_\_\_\_\_  
Teamsters Local Union No. 213  
Keith Kennedy, Business Agent

  
\_\_\_\_\_  
Teamsters Local Union No. 31  
Richard van Grol, Business Agent



LETTER OF UNDERSTANDING #3

BETWEEN: BYERS TRANSPORTATION SYSTEM INC.  
NORTHERN INTERIOR TRANSPORT LTD.  
BYERS TRANSPORT LIMITED and  
SPRUCELAND DISTRIBUTORS LIMITED  
Edmonton, Alberta

AND WESTERN CANADA COUNCIL OF TEAMSTERS

RE: Northern Interior Transport  
Vancouver Owner Operators - Extended City Operations

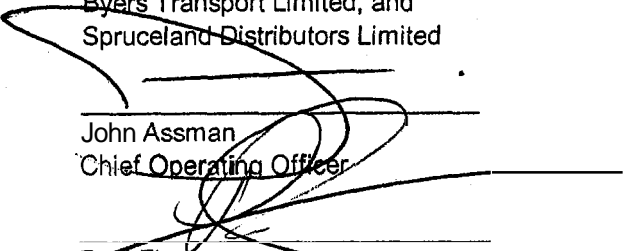
The Parties hereto agree to the following conditions:

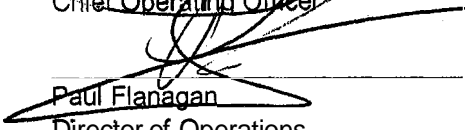
1. Trip Rate - to Seattle - five hundred and thirty five dollars (\$535.00) Canadian, with one free pickup. Additional pickups or deliveries will be paid at fifty dollars (\$50.00) Canadian per delivery or pickup.
2. All current and new runs will be offered to NIT Owner Operators prior to the Company hiring new drivers.
3. Drivers on these runs will be carried on the NIT Vancouver Owner Operators' seniority list.
4. Company and Union representatives will meet prior to January 15<sup>th</sup> of each year to negotiate terms and conditions for these runs.
5. Prior to any new short-line runs being implemented (excluding Seattle), Company and Union representatives will meet to negotiate terms and conditions.

SIGNED THIS 13 DAY OF JUNE, 2006

ON BEHALF OF THE COMPANY:


Byers Transportation System Inc.  
Northern Interior Transport Ltd.  
Byers Transport Limited, and  
Spruceland Distributors Limited

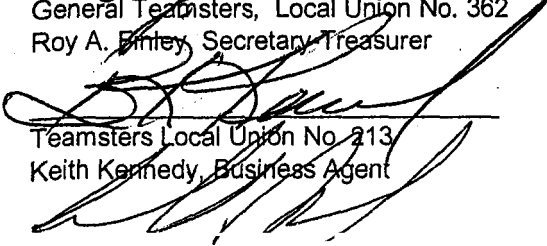
  
\_\_\_\_\_  
John Assman  
Chief Operating Officer


  
\_\_\_\_\_  
Paul Flanagan  
Director of Operations

ON BEHALF OF THE UNIONS:

Western Canada Council of Teamsters

  
\_\_\_\_\_  
General Teamsters, Local Union No. 362  
Roy A. Binney, Secretary-Treasurer

  
\_\_\_\_\_  
Teamsters Local Union No. 213  
Keith Kennedy, Business Agent

  
\_\_\_\_\_  
Teamsters Local Union No. 31  
Richard van Grol, Business Agent

LETTER OF UNDERSTANDING # 4

BETWEEN: **BYERS TRANSPORTATION SYSTEM INC.**  
**NORTHERN INTERIOR TRANSPORT LTD.**  
**BYERS TRANSPORT LIMITED** and  
**SPRUCELAND DISTRIBUTORS LIMITED**  
Edmonton, Alberta

AND **WESTERN CANADA COUNCIL OF TEAMSTERS**

RE: Northern Interior Transport  
Vancouver City Operations  
Exclusions **from Article 2.07(b)**

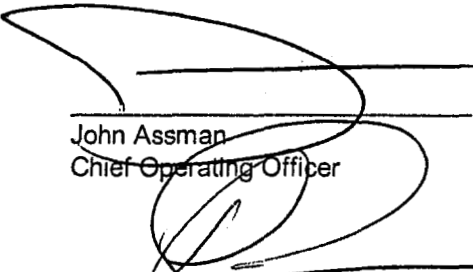
The Parties hereto agree as follows:

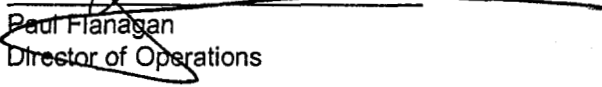
1. Article No. 2.07(b) which refers to thirty (30) days - one hundred and twenty-eight (128) hours, does not apply to employees engaged in de-stuffing containers.
2. This Letter of Understanding applies to employees de-stuffing containers on a contract basis only.
3. All other terms and conditions of this Agreement will apply to employees engaged in de-stuffing containers.

SIGNED THIS 13 DAY OF JUNE, 2006

**ON BEHALF OF THE COMPANY:**


Byers Transportation System Inc.  
Northern Interior Transport Ltd.  
Byers Transport Limited, and  
Spruceland Distributors Limited

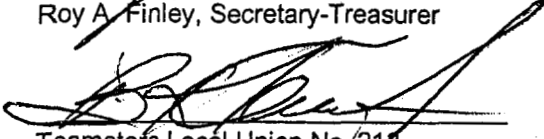
  
\_\_\_\_\_  
John Assman  
Chief Operating Officer


  
\_\_\_\_\_  
Paul Flanagan  
Director of Operations

**ON BEHALF OF THE UNIONS:**

Western Canada Council of Teamsters

  
\_\_\_\_\_  
General Teamsters, Local Union No. 362  
Roy A. Finley, Secretary-Treasurer

  
\_\_\_\_\_  
Teamsters Local Union No. 218  
Keith Kennedy, Business Agent

  
\_\_\_\_\_  
Teamsters Local Union No. 31  
Richard van Grol, Business Agent

LETTER OF UNDERSTANDING # 5

**BETWEEN:** BYERS TRANSPORTATION SYSTEM INC.  
NORTHERN INTERIOR TRANSPORT LTD.  
BYERS TRANSPORT LIMITED and  
SPRUCELAND DISTRIBUTORS LIMITED  
Edmonton, Alberta

**AND** WESTERN CANADA COUNCIL OF TEAMSTERS

**RE:** Northern Interior Transport  
Prince George BC Owner Operators  
TRUCK OWNERSHIP - 9400 Owner Operators

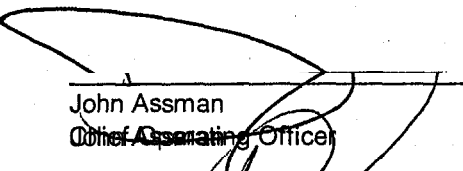
The Parties hereto agree as follows:

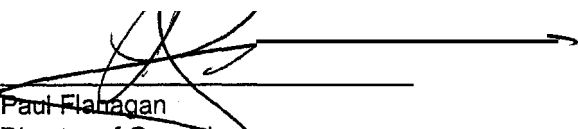
1. Effective January 1, 2006 all new trucks must be driven by the Owner. No absentee owners will be permitted. All 9400 Owner Operators, who currently own more than one truck, will be red-circled.
2. Trucks which are owned, but not driven, by the Owner Operator will be dispatched after all other 9400's have been put to work.

SIGNED THIS 13 DAY OF JUNE, 2006

**ON BEHALF OF THE COMPANY:**

Byers Transportation System Inc.  
Northern Interior Transport Ltd.  
Byers Transport Limited, and  
Spruceland Distributors Limited

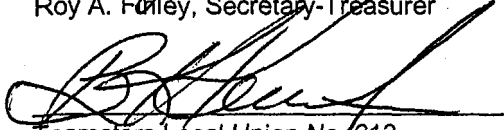
  
John Assman  
Chief Operating Officer

  
Paul Flanagan  
Director of Operations

**ON BEHALF OF THE UNIONS:**

Western Canada Council of Teamsters

  
General Teamsters, Local Union No. 362  
Roy A. Finley, Secretary-Treasurer

  
Teamsters Local Union No. 213  
Keith Kennedy, Business Agent

  
Teamsters Local Union No. 31

Richard van Grol, Business Agent

LETTER OF UNDERSTANDING # 6

BETWEEN: **BYERS TRANSPORTATION SYSTEM INC.**  
**NORTHERN INTERIOR TRANSPORT LTD.**  
**BYERS TRANSPORT LIMITED and**  
**SPRUCELAND DISTRIBUTORS LIMITED**  
Edmonton, Alberta

AND WESTERN CANADA COUNCIL OF TEAMSTERS

RE: 9500 Owner Operator Licence Plates

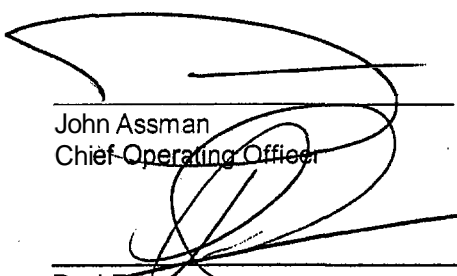
The Parties hereto agree as follows:

Effective March 1, 2006 the Company will be responsible to pay for licencing of 9500 units. In lieu of a retro-active refund to those Owner Operators who have already purchased 2006 licence plates, the Company will pay those Owner Operators an additional three cents (\$0.03) per mile for all miles driven in the employ of the Company from January 1, 2006 through February 28, 2006.


SIGNED THIS 13 DAY OF JUNE, 2006

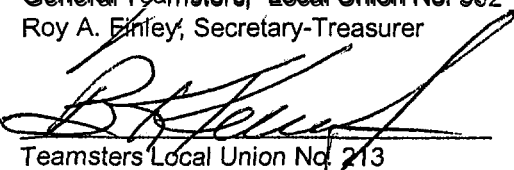
ON BEHALF OF THE COMPANY:  
Byers Transportation System Inc.  
Northern Interior Transport Ltd.  
Byers Transport Limited, and  
Spruceland Distributors Limited

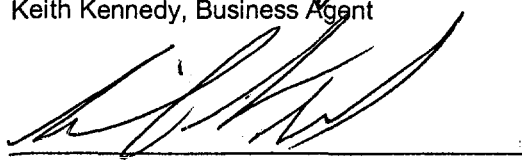
ON BEHALF OF THE UNIONS:  
Western Canada Council of Teamsters

  
\_\_\_\_\_  
John Assman  
Chief Operating Officer

  
\_\_\_\_\_  
Paul Flanagan  
Director of Operations

  
\_\_\_\_\_  
**General Teamsters, Local Union No. 362**  
Roy A. Finley, Secretary-Treasurer

  
\_\_\_\_\_  
Teamsters Local Union No. 213  
Keith Kennedy, Business Agent

  
\_\_\_\_\_  
Teamsters Local Union No. 31  
Richard van Grol, Business Agent

**LETTER OF UNDERSTANDING # 7**

**BETWEEN:** **BYERS TRANSPORTATION SYSTEM INC.  
NORTHERN INTERIOR TRANSPORT LTD.  
BYERS TRANSPORT LIMITED and  
SPRUCELAND DISTRIBUTORS LIMITED**  
Edmonton, Alberta

**AND** **WESTERN CANADA COUNCIL OF TEAMSTERS**

**RE:** Payroll & Paydays

The Parties hereto agree as follows:

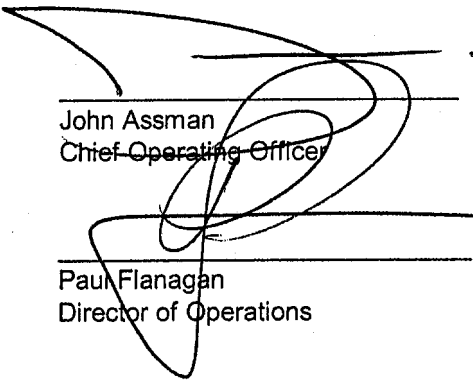
Employees who receive their wage payments within seven (7) day intervals shall continue to do so, however those paydays will move from Thursday to Friday.

The Company will provide at least thirty (30) days notice prior to this change, in order to accommodate the employees' banking requirements.


**SIGNED THIS** 13 **DAY OF** JUNE **,2006**

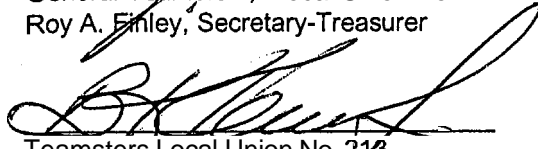
**ON BEHALF OF THE COMPANY:**  
Byers Transportation System Inc.  
Northern Interior Transport Ltd.  
Byers Transport Limited, and  
Spruceland Distributors Limited

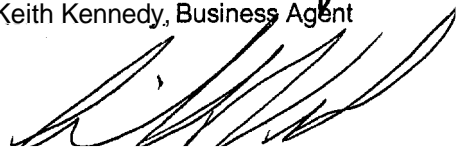
**ON BEHALF OF THE UNIONS:**  
Western Canada Council of Teamsters

  
\_\_\_\_\_  
John Assman  
Chief Operating Officer

\_\_\_\_\_  
Paul Flanagan  
Director of Operations

  
\_\_\_\_\_  
General Teamsters, Local Union No. 362  
Roy A. Finley, Secretary-Treasurer

  
\_\_\_\_\_  
Teamsters Local Union No. 213  
Keith Kennedy, Business Agent

  
\_\_\_\_\_  
Teamsters Local Union No. 31  
Richard van Grol, Business Agent

LETTER OF UNDERSTANDING # 8

**BETWEEN:** BYERS TRANSPORTATION SYSTEM INC.  
NORTHERN INTERIOR TRANSPORT LTD.  
BYERS TRANSPORT LIMITED and  
SPRUCELAND DISTRIBUTORS LIMITED  
Edmonton, Alberta

**AND** WESTERN CANADA COUNCIL OF TEAMSTERS

**RE:** New Collective Agreement "Document"

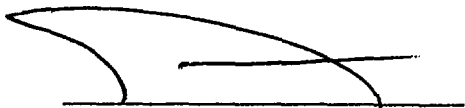
The Parties hereto agree as follows:

1. In view of the magnitude and significance of amalgamating three separate and apart agreements into a single common document, to have in place a review and resolution process such that corrections can be made to the text as they are discovered.
2. As errors or omissions are discovered, the Company and Union agree to meet and resolve in good faith. Failing this, both Parties agreed to Federal Mediation as agreed and appointed by the Director General.

SIGNED THIS 13 DAY OF JUNE, 2006

**ON BEHALF OF THE COMPANY:**


Byers Transportation System Inc.  
Northern Interior Transport Ltd.  
Byers Transport Limited, and  
Spruceland Distributors Limited


  
\_\_\_\_\_  
John Assman  
Chief Operating Officer

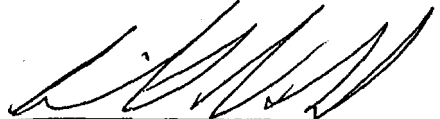
  
\_\_\_\_\_  
Paul Flanagan  
Director of Operations

**ON BEHALF OF THE UNIONS:**

Western Canada Council of Teamsters

  
\_\_\_\_\_  
General Teamsters, Local Union No. 362  
Roy A. Finley, Secretary-Treasurer

  
\_\_\_\_\_  
Teamsters Local Union No. 213  
Keith Kennedy, Business Agent

  
\_\_\_\_\_  
Teamsters Local Union No. 31  
Richard van Grol, Business Agent

LETTER OF UNDERSTANDING # 9

**BETWEEN:** BYERS TRANSPORTATION SYSTEM INC.  
NORTHERN INTERIOR TRANSPORT LTD.  
BYERS TRANSPORT LIMITED and  
SPRUCELAND DISTRIBUTORS LIMITED  
Edmonton, Alberta

**AND** WESTERN CANADA COUNCIL OF TEAMSTERS

**RE:** Common Anniversary Calculation

The Parties hereto agree as follows:

Clerical employees, in the employ of the Company prior to January 1, 2007, will have as their anniversary date for vacation purposes, January 1<sup>st</sup> of the year in which employment commenced.

Clerical employees commencing employment with the Company between the dates of January 1 and June 30, 2007 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.

Employees commencing employment with the Company between the dates of July 1 and December 31, 2007 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.

SIGNED THIS 13 DAY OF JUNE, 2006

**ON BEHALF OF THE COMPANY:**

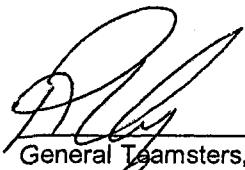
Byers Transportation System Inc.  
Northern Interior Transport Ltd.  
Byers Transport Limited, and  
Spruceland Distributors Limited

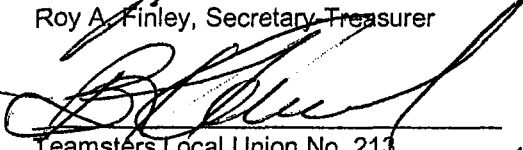
  
\_\_\_\_\_  
John Assman  
Chief Operating Officer

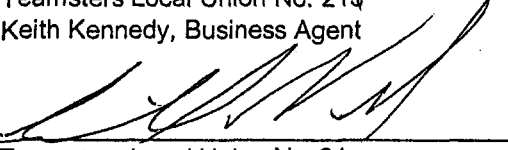
  
\_\_\_\_\_  
Paul Flanagan  
Director of Operations

**ON BEHALF OF THE UNIONS:**

Western Canada Council of Teamsters

  
\_\_\_\_\_  
General Teamsters, Local Union No. 362  
Roy A. Finley, Secretary-Treasurer

  
\_\_\_\_\_  
Teamsters Local Union No. 213  
Keith Kennedy, Business Agent

  
\_\_\_\_\_  
Teamsters Local Union No. 31  
Richard van Grol, Business Agent

LETTER OF UNDERSTANDING# 10

**BETWEEN:** BYERS TRANSPORTATION SYSTEM INC.  
NORTHERN INTERIOR TRANSPORT LTD.  
BYERS TRANSPORT LIMITED and  
SPRUCELAND DISTRIBUTORS LIMITED  
Edmonton, Alberta

**AND** WESTERN CANADA COUNCIL OF TEAMSTERS

**RE:** Increased Shift Differential  
Vancouver & Prince George Applicable Employees

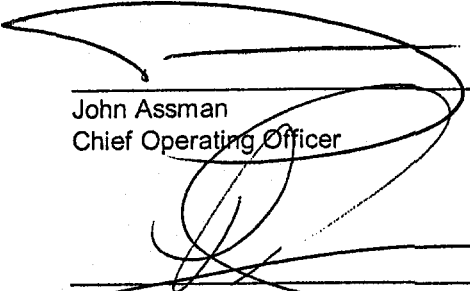
The Parties hereto agree as follows:


1. Existing shift differentials for the above named group of employees shall remain in effect up to and including the period ending December 31, 2006
2. Effective January 1, 2007, on all shifts commencing between the hours of 13:59 and 04:59, a shift differential of one dollar and fifty cents (\$1.50) per hour over and above the classification rate will be paid to those employees who work such shifts.

SIGNED THIS 13 DAY OF JUNE, 2006

**ON BEHALF OF THE COMPANY:**


Eyers Transportation System Inc.  
Northern Interior Transport Ltd.  
Eyers Transport Limited, and  
Spruceland Distributors Limited

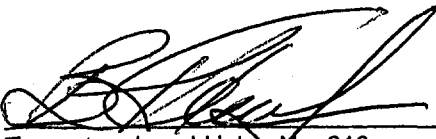
  
\_\_\_\_\_  
John Assman  
Chief Operating Officer

  
\_\_\_\_\_  
Paul Flanagan  
Director of Operations

**ON BEHALF OF THE UNIONS:**

Western Canada Council of Teamsters

  
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General Teamsters, Local Union No. 362  
Roy A. Finney, Secretary-Treasurer

  
\_\_\_\_\_  
Teamsters Local Union No. 213  
Keith Kennedy, Business Agent

  
\_\_\_\_\_  
Teamsters Local Union No. 31

Richard van Grol, Business Agent