

Sept 12/0

COLLECTIVE AGREEMENT

. BETWEEN

DIRECT INTEGRATED TRANSPORTATION INC.

Operating As
DIRECTTRANSPORT (Winnipeg Division)

AND

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
(CAW-CANADA) AND ITS LOCAL 4209**



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WHEREAS it is the declared policy of the Company to establish in its Trucking business, the best possible working conditions with a wage scale as high and employment as continuous as general business conditions and competitions permit, in the belief that such policy is conducive to the best interest of both the Company and its employees; and

WHEREAS certain of the Company's employees are members of the Union and have authorized the Union to negotiate on their behalf with the Company regarding rates of pay, hours of service and working conditions; and

WHEREAS the Union as representing the employees, declares as its object through the best amicable relations most satisfactory relationships between Company and Employees.

DEFINITIONS:

1. "The Company" shall mean and refer to Direct Integrated Transportation Inc. operating as Direct Transport (Winnipeg Division).
2. "The Union" shall mean and refer to the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 4209.
3. "The Bargaining Committee" shall mean and refer to the Chairperson and other members in a ratio of one member for every 35 employees.
4. "Drivers" shall mean and refer to an employee who is in charge of and operates a motor vehicle such as a truck, semi-trailer, tractor for hauling trailers, etc.
5. "Bargaining Unit" shall refer to all employees covered by the governing certificate or specifically included in the agreement.
6. "A week" is defined as the period between midnight on Saturday and midnight on the immediately following Saturday unless otherwise indicated.
7. "A common-law spouse" shall mean a person, who although not legally married to the other person, cohabits with that other person as the spouse of that other person, or lives with that other person as a spouse and has the general reputation as such in the community in which they live.
8. "A contract position" is one where a driver is dedicated to a single customer for not less than twenty-five (25) hours per week (on average in a floating two (2) month period). Employees on contract positions of less than forty (40) hours per week may place themselves on the spareboard in accordance with their seniority and spareboard rules to make up the remaining hours that week and they will be treated as spareboard employees.

9. "A spareboard employee" is an employee who is not working a contract position under a posting or on the basis of a temporary vacancy.
10. "A pedal run" shall mean a highway run without a layover outside the City of Winnipeg (beyond a radius of forty (40) miles) which when calculated, on the basis of an average week at the applicable mileage rate, and the hourly rate, is such that the hourly pay for an average week is higher.

ARTICLE 1 - SCOPE

- 1.01 This Agreement shall cover rates of pay, hours of service and working conditions governing the employment by the Company of employees in the bargaining unit.
- 1.02 New classifications and wage scales may be added to the bargaining unit from time to time when mutually agreed upon by the Company and the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 a) The direction of the workforce, including the right to: plan, direct and control operations; maintain discipline and efficiency; require employees to observe Company rules and regulations; hire; promote; demote; transfer; discipline and discharge for just and sufficient cause, assign working hours; generally manage the enterprise in which the Company is engaged, and, without limiting the generality of the foregoing, determine the number of employees required, and the methods, procedures, materials and equipment to be used, and all other matters concerning the administration and operation of the business not otherwise dealt with elsewhere in this agreement, shall be solely vested in the Company, except where specifically taken away by the terms of this Agreement.
- b) In administering the Collective Agreement the Company agrees to act reasonably, fairly and in a manner consistent with the Collective Agreement as a whole.

ARTICLE 3 - PROMOTION AND SENIORITY

- 3.01 An employee shall serve a probationary period of 800 working hours. The employee shall not attain seniority until the expiration of the probationary period when his seniority shall be effective from the original date of employment. The employee's performance will be reviewed after 500 hours of work and the employee will be advised of the results of the review in writing. Under no circumstances will an employee's probationary period extend beyond six (6) months from his date of hire.
- 3.02 If found unsuitable a probationary employee may be dismissed and will have the right to grieve the dismissal only if it is arbitrary, discriminatory or in bad faith.

- 3.03 The seniority list shall be prepared covering the employees in the Bargaining Unit. The seniority list shall contain the names and hiring dates of each of the employees, along with their respective work classifications. The seniority list shall be posted on the bulletin board as of January 1st, May 1st and September 1st of each year and copies sent to the Regional and Local Union offices, Any errors in the posted list may be corrected by mutual agreement between the Company and the Union.
- 3.04 Seniority earned in the employment of the Company shall be the governing factor in matters of promotion, non-disciplinary demotions, transfers, layoffs, recall after a layoff; and in filling vacancies or new positions, provided the employee, as determined by the Company, has the necessary qualifications to perform the work required.
- 3.05 a) An employee whose position is abolished shall be entitled to exercise his rights to any position to which his seniority would entitle him. The employee whom he displaces shall be entitled to exercise his seniority rights to a position held by the junior employee in a contract position. That employee must exercise his seniority rights to the spareboard.
- b) Employees exercising their seniority rights to a contract position in accordance with this Article will be subject to a fifteen (15) working day trial period. During this time, the employee, with reasonable cause, may request removal from the position and the Company with reasonable cause (including justifiable written customer requests), may remove the employee from the position. The employee so removed will be placed on the spareboard in accordance with his seniority and the position will be posted in accordance with Article 3.06(a). Should the Company consider that the employee has not performed the work to their satisfaction they shall provide the Union with reasons in writing.
- 3.06 a) Vacancies in existing and new contract positions covered by this Agreement shall be bulletined for a period of twenty (20) days. The posting will include a brief description of the duties of the position, the approximate hours and days of work, and the method of pay which will be consistent with Schedule A. Employees desiring to transfer to such positions shall file their application with the Company representative designated in the bulletin within the said twenty (20) days, and the results of the bulletin shall be posted within five (5) working days of the closing date for applications. Such vacancies and awards will be posted on a Union Bulletin Board in the Dispatch Office. Copies of all bulletins and awards shall be sent to the Local Chairperson.
- b) The successful employee must demonstrate his ability to perform the work in a satisfactory manner within a trial period of fifteen (15) working days, During this time period, with reasonable cause the employee, at his request, may return, or at the insistence of the Company with reasonable cause (including justifiable written customer requests) will be returned to his previous contract position or to the spareboard if he was not in a contract position. In either case, the employee will not

be permitted to apply for a posting with that customer for a period of one (1) year. Should the Company consider that the employee has not performed the work to their satisfaction they shall provide the Union with reasons in writing.

In the event an employee is removed from a position within the fifteen (15) day trial period the position will be awarded to the next senior employee who applied for the posting. If there are no other applicants the position will be re-posted in accordance with Article 3.06 a),

- c) The Company shall have the right to fill any vacant position for up to thirty (30) days from the spareboard according to the spareboard rules attached in Appendix 1.
- 3.07 If an employee is removed from a position for disciplinary reasons, he shall be placed on the spareboard in accordance with his seniority. He will be entitled to grieve the discipline in accordance with Article 5 of the Collective Agreement.
- 3.08 The Company or person employed desiring to terminate the employment shall give to the person employed or the Company as the case may be, notice of the date on which employment is to terminate. The period between the date on which notice to terminate and date of termination shall not be shorter than the pay period in respect of which one regular instalment of wages is paid to the employee.
- 3.09 Seniority shall accumulate during such periods as the employee is employed by the Company, including employees who are on a bona fide leave of absence or Workers' Compensation.
- 3.10 In the instances of staff reduction, fourteen (14) calendar days notice in writing will be given to an employee whose position is abolished. The Local Chairperson will be supplied with a copy of such written notice.
- 3.11 An employee shall lose all his seniority, shall be removed from the seniority list and cease to be an employee for the following reasons:
- a) If the employee quits.
 - b) If the employee is discharged and not reinstated through the grievance or arbitration procedure.
 - c) If the employee retires.
 - d) If the employee is placed on layoff and not recalled within one (1) year.
 - e) If the employee fails to return to work within two (2) days of a recall notice sent by registered mail or courier, or if the employee fails to return to work at the expiration of an authorized leave of absence without providing a satisfactory explanation to the Company.
 - f) If the employee accepts a position outside the bargaining unit for a period of three (3) months.

- 3.12 When an employee receives an upgrade in classification from straight truck to tractor, the employee will be subject to a training period of three (3) months. During the training period, the employee will receive regular updates on his progress and will be paid forty cents (40¢) per hour less than the regular rate.

ARTICLE 4 - DISCHARGE OR SUSPENSION

- 4.01 The Company shall have the authority to discharge or suspend for just cause any employee who has completed his probationary period. The reasons for the discharge or suspension shall be given to the employee and the Local Chairperson in writing. In either case the Local Chairperson shall be entitled to investigate such discharge or suspension. The parties shall, upon request, exchange copies of all relevant information and evidence pertaining to the case.

If an employee who has been discharged or suspended desires a hearing, he shall request same in writing within seven (7) days of the date of notification of termination or suspension. The Hearing shall take place within seven (7) days of the date of receipt of the request.

Upon request of the Union, a meeting will be held to discuss the termination of probationary employees where there are allegations that the termination was done in an arbitrary, discriminatory or bad faith manner.

- 4.02 Any employee discharged or suspended upon grounds which, after investigating by the Union Committee and Management are found to be insufficient, shall be reinstated to his former job, retain his full seniority rights and shall receive the pay he would have received if he had not been discharged or suspended.

ARTICLE 5 - GRIEVANCE PROCEDURE AND ARBITRATION

- 5.01 A grievance shall consist of a controversy or dispute between the Company and the union concerning the interpretation, application, meaning, operation or alleged violation of the Agreement including complaints regarding discipline. This includes the question of whether a matter of grievance is arbitrable or not. The parties to the Agreement shall settle the matter as herein provided.

- 5.02 Step 1 - Within fourteen (14) calendar days from the date of the incident or from the date that the alleged incident became known, the Local Chairperson or designate shall present the grievance in writing to the Division Manager or his designate who shall endeavor to settle the grievance and render a decision in writing within seven (7) calendar days of receipt of the grievance.

Step 2 - Failing settlement at Step 1, within ten (10) calendar days of receiving the Step 1 decision the Local Chairperson or designate or the National Representative of the Union shall submit the grievance to the designated Company representative who shall render a decision within seven (7) calendar days of the receipt of the grievance.

The parties shall, upon request, exchange copies of all relevant information and evidence pertaining to the case.

5.03 Should the parties fail to reach a satisfactory settlement in the preceding steps, the matter may be referred by either party to a single arbitrator for final settlement. It shall be the responsibility of the party desiring arbitration to so inform the other party in writing within fourteen (14) calendar days after the completion of Step 2 of the grievance procedure outlined in Article 5.02.

5.04 The following persons shall act as arbitrators to hear grievances:

1. Jack Chapman
2. Arne Peltz
3. Bill Hamilton

In the event any of the above-listed arbitrators ceases to be available, the parties shall agree to a replacement. In the event an agreement cannot be reached on a replacement, the Minister of Labour shall appoint a replacement. Until the arbitrator is replaced, the remaining-arbitrators shall be utilized to hear grievances.

5.05 The decision of the Arbitrator shall be final and binding upon both parties hereto.

5.06 The cost of the Arbitrator shall be shared equally between the Company and the Union,

5.07 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this agreement. Grievances submitted shall not involve the determination of a subject matter not covered by this agreement. The Arbitrator has the right to determine whether the matter of a grievance is arbitrable or not.

5.08 Company grievance

- a) The Company may bring forward to the Union any grievance with respect to alleged violation or misinterpretation of the provisions of the Agreement. The Company shall state the nature of its complaint in writing and submit a signed copy of same to the Union requesting a meeting thereon within three (3) days.
- b) If settlement cannot be reached at the aforesaid meeting with the Union or any subsequent meeting which might be mutually agreed upon at the time,, either party to this Agreement may request that the matter be submitted to Arbitration. Such request must be made within seven (7) days of the last meeting of the parties.
- c) The procedure to be followed in Arbitration is the same as previously set forth in accordance with Article 5.02.

- 5.09 Where a Grievance is not progressed by **the** Union within the time limits and manner as outlined, the Grievance will be considered to have been abandoned. Where a decision is not rendered by the Company within the time limits, and manner as outlined, the Grievance may be progressed to the next step within the above time limits.
- 5.10 The time limits set out in this Article shall be observed. It is understood, however, that the parties may mutually agree to extend and/or waive any of the time limits imposed on either of them.

ARTICLE 6 - LEAVE OF ABSENCE

- 6.01 Employees may be granted leave of absence without pay to attend their meetings and conventions, but such leave will only be granted when it will not interfere with requirements of the Company as determined by the Company and provided the Company is not put to any additional expense.
- 6.02 Application for leave of absence for personal reasons shall be made in writing at least ten (10) calendar days prior to the projected first day of absence and shall set out the reasons for same. The Company, in its sole discretion, may grant a leave of absence without pay to a maximum of three (3) months to an employee requesting same in writing. This leave may be extended upon application in writing at the sole discretion of the Company. Leave of absence under this rule shall not be available or permitted for the purpose of engaging in work outside the Company except in exceptional circumstances. Copies of all requests for leaves of absence and Company responses will be provided to **the** Local Chairperson.
- 6.03 Upon ten (10) days written notice, employees who are elected to serve as union representatives or delegates will be granted time off without pay to attend to union business to a maximum of one (1) representative for each 35 employees in the Bargaining Unit provided no more than two (2) employees per contract are off at one time. Without ten (10) days notice two employees will be granted leave with additional employees being granted leave at the Company's discretion.

ARTICLE 7 - BEREAVEMENT LEAVE

- 7.01 Bereavement leave in the amount of three (3) working days with pay shall be granted in the event of the death of a father, mother, wife, husband, son, daughter, brother or sister, or common-law spouse provided the individual attends the funeral or is involved in the preparations therefore.

Bereavement leave in the amount of one (1) working day with pay shall be granted in the event of the death of a grandparent provided the individual attends the funeral or is involved in the preparations therefore.

- 7.02 An employee may, in addition, be granted up to two (2) days special leave without pay if required for travel. For purposes of this Article, days means consecutive calendar days.
- 7.03 Should Bereavement Leave be required concurrent with or overlapping a scheduled vacation period then such vacation shall be subject to movement to allow completion of Bereavement Leave after which time vacation will recommence.

ARTICLE 8 - JURY DUTY

- 8.01 Where an employee is summoned for jury duty on a normal working day or is subpoenaed to appear as a witness on a matter arising directly from his duties or activities as an employee of the Company on a normal working day, the Company agrees to pay the equivalent of an 8 hour day for each day served on a jury at straight time rates less any amount received for the jury duty or witness duty paid for each regular work day lost.

Where an employee in the course of his work, is a witness to any matter not involving the Company and is subsequently subpoenaed to appear as a witness, the Company agrees to pay the said employee up to 8 hours for each day for such witness duty at the straight time rates of pay less any amount the employee received for witness duty pay.

Jury and/or subpoenaed pay will not be granted if an employee is on leave of absence or is receiving benefits under the health and welfare program or Workers' Compensation or annual vacation.

ARTICLE 9 - HOURS OF WORK

- 9.01 It is understood and agreed that except as expressly provided in this Agreement, for the purposes of overtime the work day shall be nine (9) hours and the work week shall be forty-five (45) hours.
- 9.02
- a) Time worked by hourly employees in excess of the hours of work in Article 9.01 will be paid at a rate of one and one-half (1½) times their hourly rate with minimum increments of fifteen (15) minutes.
 - b) Employees in a contract position paid by the mile for highway runs, or who are paid by the hour on pedal runs, will not receive overtime in accordance with this Article for time spent on those runs only.
 - c) Spareboard drivers who take flat rate highway runs or pedal runs as a spareboard employee will be paid and will have time credited to them for the purpose of overtime in accordance with Appendix 1, Rules 19 and 20.

- d) Spareboard employees who take highway runs without a layover outside the City of Winnipeg (beyond a radius of forty (40) miles) who are paid by the hour as a spareboard employee will not receive daily overtime but will receive weekly overtime if they work in excess of forty-five (45) hours.
- 9.03 Overtime shall be authorized in such matter and by such persons as the Company may from time to time designate,
- 9.04 Employees will not generally be forced to work overtime, but it is understood and agreed that any job commenced prior to the employee's normal quitting time on any working day, will be completed once undertaken.
- 9.05 a) For overtime work the Company agrees to keep posted a list of employees who are willing to work overtime. Employees will be called from the overtime list by seniority. Any employee upon written request to the Company, may have his name placed on the overtime list or removed from the overtime list. Spareboard employees upon completion of the work week in accordance with Appendix 1, will have their names automatically placed on the overtime list by seniority unless they specifically request otherwise.
- b) All overtime will be called from the overtime list. The only exception to this will be where there are regular overtime arrangements with a contract account. The Union will be advised in writing of these exceptions.
- 9.06 A meal period of not more than one hour, and not less than one-half hour, shall be allowed employees as soon as possible after four (4) hours of work, provided always that where certain companies with which the Company has contracts, require a specified time and/or time period for a break, the employee will abide by the specified time and/or time period.
- On any day an employee takes less than the required one hour meal period, he will obtain authorization from the Company Officer responsible and the said Company Officer will note on the employee's time card, the time involved.
- 9.07 Employees scheduled to work and who report to work, shall be paid three (3) hours pay at the regular rate of pay, unless the employee received notice not to report prior to the commencement of the shift.
- 9.08 Employees will not be required to suspend work during working hours for the purpose of absorbing overtime.

ARTICLE 10 - STATUTORY HOLIDAYS

10.01 The following shall be statutory/designated paid holidays:

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

It is agreed that the first holiday proclaimed by the Federal Government, such holiday will be added to the above list.

10.02 A full day's holiday, (i.e. eight (8) working hours at the regular hourly rate) shall be granted to each employee for the days as set out in Article 10.01 herein, provided the employee(s):

- a) Was not voluntarily absent from work on the scheduled work day prior to or following the holiday, unless absent due to bona fide illness, accident or consent of the Company.
- b) Was not on leave of absence granted by the Company at the request of the employee;
- c) Has earned wages for part or all of each day at least 15 days during the 30 calendar days immediately preceding the holiday.

10.03 a) Where the Company requires employees to work on a statutory holiday, the work will be offered in the following order:

- i) To employees who normally do the work, by seniority;
 - ii) If the available work/positions are not filled, the Company will post the shifts at least two weeks prior to the holiday. The posting will remain open for 5 days and will be filled by seniority, providing the employee has the necessary qualifications to do the work; and
 - iii) Any remaining work will be allocated by the Company to qualified employees on the spareboard, in reverse order of seniority, and these employees shall be obligated to accept the shifts.
- b) Employees who agree to work in accordance with items i and ii above and employees who are required to work in accordance with item iii above who make themselves unavailable to work on the holiday without a bona fide reason will not receive holiday pay.

10.04 Employees absent on any of the above mentioned holidays due to bona fide illness (not covered by Workers' Compensation) commencing not more than thirty (30) days prior to said holiday, shall be entitled to such holiday pay less the amount of insurance compensation received for the said day, Bona fide illness shall be proven to the Company's satisfaction by the production of a proper certificate from a duly qualified medical practitioner. Employees on vacation during a period in which one of the above holidays is observed on a work day shall receive an additional day's vacation.

ARTICLE 11 - VACATIONS

- 11.01 a) In assignment of vacations, an employee's anniversary date of last hire shall be considered as the qualifying date for annual vacation purposes, after which date annual credits commence.
- b) Vacation requests must be submitted to the Company in writing by March 1 of each year. The Company will inform individual employees in writing by April 1 of the vacation dates allotted to them.
- c) It is agreed that no more than ten (10%) percent of the workforce will be granted vacation at one time based on seniority. It is further agreed that the following limitations will be applied for employees on contract positions:

Customers with:

1 to 5 drivers	1 employee at a time
6 to 10 drivers	2 employees at a time
11 to 15 drivers	3 employees at a time
16+ drivers	4 employees at a time

- d) An employee entitled to annual vacation during the calendar year shall take such vacation as scheduled during that calendar year unless prevented by sickness or bona fide reason.
- e) Employees who do not submit a vacation request by March 1st or are prevented from taking their scheduled vacation as outlined above shall be granted vacation on a first come basis. A copy of the completed vacation schedule will be posted on April 1st with a copy sent to the Local Union. No changes in the posted dates shall be allowed unless mutually- agreed to by the proper officer of the Company and the Local Chairperson,

11.02 Any employee dismissed for cause or an employee who leaves the service of the Company at a time when an unused portion of vacation with pay stands to his credit, shall be paid such vacation wages as are due as follows:

- a) Where the employment of an employee ceases before the completion of a twelve (12) month period, the Company shall pay the employee an amount equivalent to four percent (4%) of his total wages of the employee, earned in the twelve (12) month period or part thereof, or any other vacation pay due as outlined in Article 11 in respect of which no vacation pay has been given.
- b) If the employee is entitled to two (2) weeks' vacation with pay, he shall receive four percent (4%);
- c) If the employee is entitled to three (3) weeks' vacation with pay, he shall receive six percent (6%).
- d) If the employee is entitled to receive vacation under Article 11.03 (c) he shall receive pay in accordance with Article 11.03 (c).

11.03 a) New employees will qualify for ten (10) working days vacation with pay upon completion of twelve (12) months continuous service, with vacation pay of four percent (4%) of gross wages calculated from the date of last vacation.

b) Any employee having five (5) years of continuous service with the Company shall be entitled to fifteen (15) working days with pay of six percent (6%) of gross wages calculated from the date of last vacation.

c) Any employee having twelve (12) years of continuous service will receive three (3) additional working days with pay of seven and two-tenths percent (7.2%).

11.04 In the event of illness, injury and/or leave of absence in excess of thirty (30) days, the formulas outlined in Article 11.03 will be utilized to determine holiday pay.

ARTICLE 12 - GENERAL

12.01 The Company shall supply a locked bulletin board in a mutually agreed location for the purposes of posting Union notices.

12.02 Drivers are required to conduct all pre/post trip inspections and reports and maintain current and accurate logs.

Drivers must notify the Company immediately when their logs are taken for review or copied at any inspection point, or at all.

12.03 Should the Company deem it necessary for an employee to wear a uniform during his course of employment, he will wear same, keeping it clean and in good repair. The costs for uniforms will be shared as follows:

Company Portion	75%
Employee Portion	25%

A uniform shall consist of one jacket, two pairs of pants and four shirts. Failure to comply with this article may result in disciplinary action.

12.04 Employees covered by this Agreement will not be required to operate any mechanical equipment other than power jacks when making deliveries or pickups at any other firm's premises save and except, where it is required on contracts held by the Company. Employees will not be required to operate any mechanical equipment unless they have received proper training and safety instruction on the equipment.

12.05 It shall not be considered a violation of employment should an employee refuse to cross a legal picket line recognized by the Union at the place where a legal strike is in progress.

12.06 The Company agrees to grant time off with pay to one employee for the purpose of processing grievances with the Company on behalf of the Union, and the Company agrees to grant time off with pay to two employees for the purpose of negotiations for the Union with the Company towards any new Collective Agreement that be entered into in the future.

12.07 **Strikes or Lockouts** - During the term of this Agreement, the Union agrees that it will not call, authorize, encourage or support any strike, lockout or slowdown, or interruption with the production or operation of the Company by any employee, and the Company agrees that there will be no lockout.

12.08 It is understood and agreed that employees will be required to give notice to the Company of any impending absence from duty and wherever possible, such notice shall be given as soon as the employee involved becomes aware of such impending absence from duty and in no event shall such notice be given less than two hours prior to the employee's scheduled work time.

Employees who have prearranged doctor or dentist appointments will notify the Company at least 24 hours in advance of their impending absence from duty.

12.09 Employees shall not be ordered by the Company to take out on the streets or highways any Company vehicle which is considered unsafe by the driver. The employee shall complete the necessary defect for-n-s supplied by the Company regarding the defects.

12.10 a) All drivers assigned in contract positions (including those who fill in from the spareboard) must turn each week's time and billing prior to the immediate following Tuesday for the purpose of acquiring proper payment for hours worked including overtime. All other drivers will turn in all delivery slips at the end of each day.

Corrections required due to late submission of time records by an employee will be made on the following payroll. Any Company errors will be rectified on the current payroll if possible.

- b) Drivers shall not be permitted to make unauthorized notations on their time cards.
- 12.11 No unauthorized personnel will be allowed to ride in any Company vehicle without written permission of the Company and, upon request, a copy of the authorization will be provided to the Local Chairperson.
- 12.12 Employees will be required to supply written authorization to enable the Company to obtain driver abstracts, The employees will be responsible for the costs incurred for one abstract per year. If the Company requires more than one per year, they will pay the costs of the additional abstracts. The Company will be responsible for all administration costs. Drivers will be provided with copies of all of their abstracts obtained by the Company.
- 12.13 Safety boots are required to perform the work assignments. After completion of the probationary period, the Company will contribute \$65.00 once per year, upon satisfactory proof of purchase.
- 12.14 In the event of a cargo claim or a service delay claim where the employee is deemed negligent, the employee shall pay up to \$100.00 towards the cost of such claim. The Union will be advised of such claims and will be provided with copies of all documentation.
- 12.15 Drivers shall be responsible for all fines as a result of their negligence in operating a Company vehicle.
- 12.16 The Company must be made aware of any suspension or other restriction imposed on an employee's drivers' license within 48 hours of the employee being advised. Failure to disclose this information while continuing to operate a Company vehicle will result in immediate dismissal.
- 12.17 All drivers require air endorsement and a minimum Class 5 license.
- 12.18 Drivers who fail to fuel at designated Company fuel stops will be responsible for the difference in the fuel prices plus a fifteen (15%) percent administration fee except in cases of bona fide emergency. The Company will provide written confirmation of designated fuel stops, and any temporary or permanent changes.
- 12.19 **Non-Discrimination**
The Company and the Union agree to abide by the Human Rights Code of Manitoba.

The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of ancestry, colour or race, nationality or national origin, ethnic background, religion or creed, religious belief or association or activity, age, sex, pregnancy, gender-determined

characteristics, sexual orientation, marital or family status, source of income, political belief or association or activity, physical or mental disability, or by reason of union membership or activity.

- 12.20 In the event an employee is injured as a result of an accident while in the course of his employment, the Company will pay the employee full wages for the day of the accident and provide reasonable transportation to his home terminal without cost to the employee.
- 12.21 Company vehicles will be equipped with a first aid kit and fire extinguisher where required by law.
- 12.22 Employees will receive a full breakdown of all monies paid as well as all deductions with their pay cheques, This breakdown will include but will not be limited to method of remuneration, regular hours worked, overtime hours, general holiday pay, vacation, flat rate payment with drops and/or miles driven (if applicable).
- 12.23 Employees will be provided with a copy of their driver trip ticket sheet, at the time they are turned in, upon request.
- 12.24 A copy of all Company rules and policies and updates of same will be provided to the Union.
- 12.25 An employee doing training/familiarization, at the request of the Company, will be paid a premium of seventy-five cents (\$0.75) per hour for all hours so engaged.
- 12.26 Employees required to attend mandatory training will be paid for all time spent in training and all materials will be provided with no cost to the employee.
- 12.27 Non-Bargaining Unit employees shall not perform Bargaining Unit work except in the following circumstances:
 - a) for the purpose of training/instruction;
 - b) in emergencies;
 - c) in situations where there are no other qualified/available employees on the spareboard or overtime list.

When non-bargaining unit employees perform work under items (b) and (c) the Company will forward to the Union documentation advising when the work was done, reason and duration.

ARTICLE 13 - WAGE SCALE

13.01 a) The following wage scale sets out the hourly rates to be paid to employees during the course of this Agreement.

	<u>Ratification</u>	<u>Year</u>	<u>Year</u>
Straight Truck	11.00	11.20	11.40
Tractor	12.30	12.54	12.78

b) The wage scale for flat rate/mileage drivers is contained in Schedule A.

13.02 New Hires Rates:

- a) First six (6) months of employment, \$1.00 per hour less than classification rate
- b) The following six (6) months of employment, \$0.50 per hour less than classification rate.
- c) For flat rate/mileage drivers the new hire rate shall be six (6%) percent less than the applicable Schedule A rate for the first six months of employment and four (4%) percent less for the following six months.

13.03 The Company will pay room costs of a driver who is unable to return to the City of Winnipeg, in the evening due to bona fide mechanical failure of the Driver's vehicle and the Company will pay room costs incurred during any layover.

13.04 Shift Differential- Employees commencing work between the hours of 4:00 P.M. and 4:00 A.M. will receive a shift differential of \$.35 per hour, in addition to the applicable hourly rate of pay.

- 13.05 a) Employees will be paid according to the remuneration schedule in Schedule A or by the hour as stipulated in Article 13.01.
- b) Should the Company acquire new business, or encounter circumstances such that it has to pay rates other than stipulated in Schedule A, same will not be done without agreement of the Union,

13.06 The Company will provide the Union with job descriptions including expected run times and conditions for all contract positions.

13.07 Employees temporarily required to work in a lowerrated classification shall receive the wage rates of the higher classification. Employees temporarily required to work in a higher rated classification shall receive the wage rate of the higher classification while so engaged.

ARTICLE 14 - HEALTH AND WELFARE PLAN

14.01 The Company will provide the employees covered by this Agreement with access to a Health and Welfare Plan administered by a third party insurer, subject to the following eligibility conditions, and any other eligibility conditions contained in the Plan:

- a) Any employee who is hired by the Company shall be covered by the Plan on the first day of the month after completion of the probationary period.
- b) Employees changing marital status or whose number of dependants change, shall notify the Company's payroll department in writing within one week of the change.
- c) The Company shall have newly hired employees complete all forms relating to the Plan at the time of hiring.

14.02 The Plan will provide the following benefits, the costs of which will be borne equally between the Company and the employee:

- a) Life Insurance \$35,000.00
- b) Accidental Death & Dismemberment \$35,000
- c) Extended Health Care
- d) Dental Plan
 - i) The annual maximum coverage per family member for the first two years of eligibility will be five hundred (\$500.00) dollars, and twelve hundred (\$1200.00) thereafter.

The Company agrees that the coverage in (c) and (d) will not be reduced from the current Plan during the term of this Agreement, without the consent of the Union.

14.03 The costs of the administration of the Plan will be borne by the Company.

ARTICLE 15 - UNION SECURITY

15.01 The Company agrees to deduct the amount of monthly dues, levies and initiation fees as determined by the Union on a monthly basis from the salaries or wages of each and every employee covered by this Agreement.

15.02 The Company agrees to deduct each month from the earnings of each employee coming within the scope of this Collective Agreement who has earnings in any portion of the calendar month, an amount equal to the monthly dues of the Union as determined by its Constitutional provisions.

In the event an employee does not have sufficient earnings in the pay period from which dues are deducted to permit deduction of union dues, the Company will carry forward such amount or amounts and deduct such dues from earnings payable in the following month or months.

- 15.03 The Company agrees that the aforesaid deductions shall continue during the life of this Agreement, and after the expiry date thereof during the entire period that any negotiations are preceding with a view of concluding a new Collective Agreement.
- 15.04 The Union agrees to advise the Company of the amount of the monthly dues or levies to be deducted, and all amounts to be deducted shall be forwarded by the Company to the Union on a monthly basis, together with a list of the names of the employees for whom deductions have been made.
- 15.05 In consideration of the premises, and of the Company making the compulsory deductions of union dues or levies herein provided, the Union agrees to and does hereby indemnify and save the Company harmless from all claims, demands, actions and proceedings of any kind and from all costs which may arise or be taken against the Company by reason of the Company making the compulsory check off of union dues or levies provided for in this Article.
- 15.06 The Union shall notify the Company in writing of any changes in the amount of dues or levies at least one month in advance of the end of the pay period in which the deductions are to be made, provided that such changes shall not occur more than twice in any calendar year.
- 15.07 The Union shall provide the Company with a list of officers and representatives of the Union, their addresses and their telephone numbers and shall provide the Company with a revised list from time to time as occasion may require.
- 15.08 The amount of dues or levies will be certified to the Company over the signature of a responsible officer of the Union.
- 15.09 It is agreed and understood that the Company will arrange to show the amount of union dues deducted for each employee on each employee's T-4 slip.
- 15.10 The Company shall furnish to the Local of the Union the names, addresses and telephone numbers of every employee covered by the Agreement once per year, Updates will be provided upon request up to a maximum of three (3) times per year.
- 15.11 The Company agrees that when a new employee is hired, it will provide the Local Chairperson or designate with a reasonable period of time during the orientation process to address such new employees for the purpose of acquainting them with the obligations of an employee to the Union.

When the Local Chairperson attends an orientation meeting during his working hours, he shall suffer no loss of pay. He shall however not be paid overtime in the event such attendance extends beyond the end of his scheduled shift, and he shall not be paid for attendance at such meetings which are held outside his working hours.

- 15.12 The Company agrees that it will require all new employees to complete Union Form A-230-95 and forward the completed form to the Local Union within 30 days of hiring the employee.

ARTICLE 16 - MATERNITY LEAVE/PARENTAL LEAVE

- 16.01 Employees shall be granted leave in accordance with the applicable Sections of the Canada Labour Code.

ARTICLE 17 - HEALTH AND SAFETY

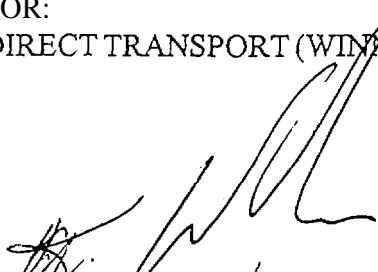
- 17.01 The Company and the Union agree to maintain a joint Safety and Health Committee in accordance with the Canada Labour Code, Part II. The committee shall be comprised of two representatives from each of the Company and the bargaining unit. Two chairpersons shall be selected from and by the members of the committee, one of which shall be a bargaining unit member chosen by the bargaining unit members of the committee, and the other shall be a Company member chosen by the Company members of the committee.
- 17.02 The Safety and Health Committee shall meet during regular working hours at least once each month and, where meetings are urgently required as a result of an emergency or other special circumstance, the committee shall meet as required whether or not during regular working hours,
- 17.03 The members of the Safety and Health Committee are entitled to such time from their work as is necessary to attend meetings or to carry out any of the other functions of a member of the committee, and any time spent by a member while carrying out any of the functions of a member of the committee shall, for the purpose of calculating wages owing that member, be deemed to have been spent at work.
- 17.04 Each Union member of the Committee will be granted an educational leave for a period of two (2) normal working days to a maximum of sixteen (16) hours each year without loss of pay or other benefits for the purposes of attending workplace safety and health training seminars, programs or courses of instruction offered by the Workplace Safety and Health Division of the CAW and its labour affiliates such as the Manitoba Federation of Labour or the Winnipeg Labour Council.

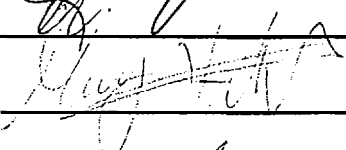
ARTICLE 18 - DURATION

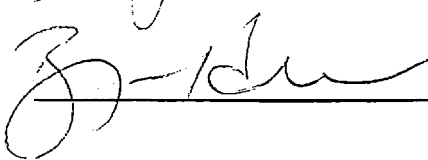
- 18.01 This Agreement shall become effective the 14th day of May 2000 shall continue in full force and effect until the 1 3th day of May, 2003 and thereafter from year to year, unless terminated or amended as herein provided.
- 18.02 If either party to this Agreement should desire to renew, revise or terminate this Agreement, then not less than thirty (30) days nor more than ninety (90) days prior to the 1 1th day of May, 2003, such party shall give written notice thereof to the other, together with the particulars relating thereto, by registered mail.
- 18.03 Within fifteen (15) days following receipt of the written notice to renew or revise this Agreement, together with the particulars relating thereto, the party receiving said notice and particulars shall be prepared to commence negotiations, and it shall so advise the other party together with their particulars relating thereto. Unless otherwise mutually agreed, only these matters referred to in the particulars shall be discussed at such negotiations,

DATED AT WINNIPEG THIS 12 DAY OF MAY, 2000.

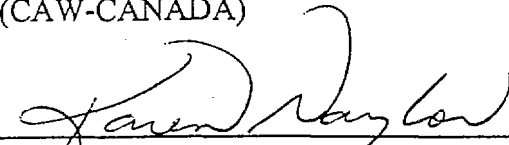
FOR:
DIRECT TRANSPORT (WINNIPEG DIVISION)

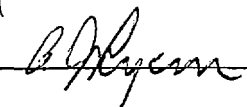


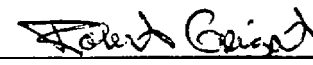





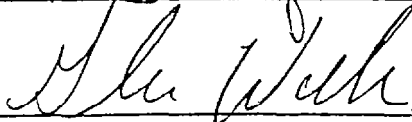
FOR:
NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
(CAW-CANADA)











SCHEDULE "A"

Mileage/Flat Rates All mileage to be based on *PC Miler* City Centre to City Centre.

Category 1	200 - 325 Miles	Ratification Year 2 Year 3	\$.34/Mile \$.345/Mile \$.35/Mile
Category 2	325 - 450 Miles	Ratification Year 2 Year 3	\$.31/Mile \$.315/Mile \$.32/Mile
Category 3	451 + Miles	Ratification Year 2 Year 3	\$.2825/Mile \$.2875/Mile \$.2925/Mile
Teams	Drops to be split between drivers	Ratification Year 2 Year 3	\$.178/Mile Each Driver \$.1805/Mile Each Driver \$.183/Mile Each Driver

Rockies Premium Additional \$.05/Mile
Turnpike Premium Additional \$.085/Mile

All drops and assisted pickups to be paid as follows:

- 1st - Included in rate
- 2nd - \$15.00
- 3rd - \$12.00
- 4th - \$ 9.00
- Subsequent - \$6.00 each

- A drop shall refer to any stop wherein merchandise is unloaded.
- An assisted pickup is any pickup where the driver is physically involved in loading.
- An assisted pickup and drop at same location is considered one drop.

- *NOTE:**
1. Brandon mileage adjusted to 277 miles
 2. Thunder Bay intercity transfers to be paid \$17.00 each.
 3. Brandon turnpike to receive a \$15.00 per trip premium for two trailers.
 4. Hourly rate to be paid for all time spent chaining and tarping, unloading over one (1) hour and other justifiable delays.
 5. Shell to be paid all non-hourly miles at Category 3 rate.

****NOTE:** No current run will receive more than a 9% increase in the first year of the agreement. Any additional increase will be paid in year two.

APPENDIX 1

The following spareboard rules apply to an employee who is a spareboard employee in accordance with definition 8:

1. Employees are placed on the spareboard in seniority order.
2. Employees are called for work in order of seniority, provided they are available to work (properly rested and are not out of hours).
3. Dispatching will be done the evening prior to work day in question for all known available work.
4. Dispatch calls for the following day will be made to the number provided by the employee, between 6:00 P.M. and 9:00 P.M. The Company may change the time of the calls upon one (1) week written notice to the Union,
5. The Dispatcher will make 3 calls at least one-half ($\frac{1}{2}$) hour apart within the designated period. If the Dispatcher is unable to contact the employee following the first call, he/she can move to the next employee. However, before filling all the work for the following day with junior employees, the Dispatcher must ensure that senior employees have been called three (3) times. If unable to contact the employee during the designated period, the employee will not be offered work for that day unless there are no other available/qualified drivers.
6. Dispatchers will offer the employee available work by category (i.e. highway, city-day, city-afternoon, city-nights, temporary vacancies).
7. If an employee requests specific work his request will be honored unless there is priority work which must be filled, and there are limited available/qualified employees, in which case the employee in question may be dispatched to that priority work. The Company has the right to remove an employee already dispatched to a job in case of an emergency or new ASAP work, provided there are no other qualified employees available within the applicable time frame. In no circumstances will the removed employee suffer a loss in pay for the day.
8. ASAP work will be dispatched in same manner. If the start time is less than two hours but greater than one hour from the time the Company became aware of the need for a driver, the Dispatcher only has to make two calls to the four (4) senior employees within a five minute period before moving to the next employee. If, after the four (4) senior employees have been called, the job remains unfilled, or if the Company became aware of the need for a driver less than one hour from the required start time, the position may be filled at the dispatcher's discretion.

9. Employees who are dispatched to a specific job will not be called back if another position becomes available.
10. Employees will not be offered jobs they are not deemed qualified for bona fide reasons, i.e. no highway experience, no tarping ability, unable to work for specific customer under terms of Collective Agreement.
11. If an employee misses his call the evening before, or is called and advises he is unavailable for work, and calls/attends in the morning to ask for work, he will not be offered work until all other available employees have been offered with work that day.
12. Employees who do not want to be offered certain categories of work must indicate this in writing. If at a later date, the employee wishes to change this request, it must be submitted in writing.
13. Employees who fill a temporary vacancy in accordance with Article 3.06(c) of the Agreement will be removed from the spareboard and placed on the Temporary Vacancy List. Once an employee accepts a temporary vacancy he will remain on it for the duration unless he receives another posted position.
14. Employees who have 45 hours in the week as stipulated in the Definition Article of the Collective Agreement, are transferred to the overtime list. The employees on the overtime list will not be offered work until everyone on the spareboard has achieved 45 hours, or there is no one from the spareboard available/qualified to do the work. These employees will be called for overtime in accordance with Article 9.05 and this Appendix.
15. Employees can be offered a “load”, shorter trip, or other work rather than a full day’s work in order to limit overtime, provided the Company cannot artificially split a shift to avoid overtime.
16. Employees can only refuse work if the Company permits them to do so, except when offered a temporary vacancy, which can be refused if offered for the entire term of the temporary vacancy, but no if offered for the day only..
17. Employees who are unavailable to work due to illness or other compelling reasons must inform dispatch immediately upon becoming aware of the problem.
18. Employees are responsible for advising dispatch when they are out of hours or have not had a proper rest period between jobs to ensure safe driving.
19. Employees who are called to work on a flat rated position will be compensated in accordance with the rate for the position and will be credited with 9 hours work for each calendar day on the job, for the purpose of weekly overtime.

20. Employees who are called to work on pedal runs will be paid hourly for all hours worked and will be credited with all hours for the purpose of weekly overtime **only**.

21. The Dispatcher will notate all the following information on permanent signed dispatch sheets:

the time requests for drivers are received in dispatch,
calling attempts and results
specific requests from employees

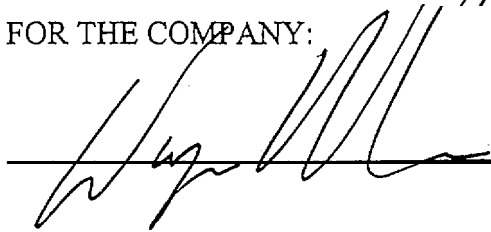
Upon request, the Union will be permitted to review the sheets.

22. All complaints regarding errors or violations of these rules will be handled in accordance with the Grievance/Arbitration procedures already outlined in the Collective Agreement.

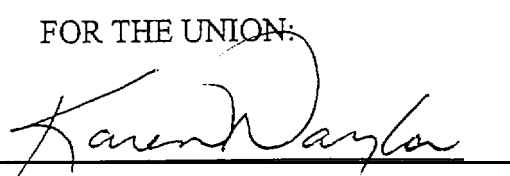
These rules will be reviewed by the parties at thirty (30) days and at ninety (90) days following the ratification of the Agreement, and the parties agree that any problems will be discussed and addressed. Changes to the rules may only be made by mutual agreement between the parties.

Dated this 12th day of May 2000.

FOR THE COMPANY:



FOR THE UNION:



16)
BFF

LETTER OF UNDERSTANDING #1
between
DIRECT TRANSPORT (WINNIPEG DIVISION)
and
NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)

Where an employee is required to work on a statutory holiday due to contractual obligations of the Company, and where the customer operates **seven (7)** days per week, the employee shall receive:

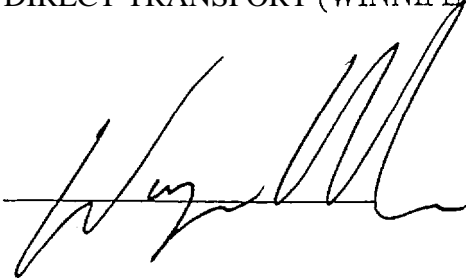
- a) his regular rate of pay for the hours worked on the statutory holiday and;
- b) another day off with pay in lieu of the holiday, subject to mutual agreement of that date by the employee and the Company.

In order to enforce the above provisions, the Company must advise the Union of any and all such customers.

DATED this *12* day of May, 2000 at Winnipeg, Manitoba

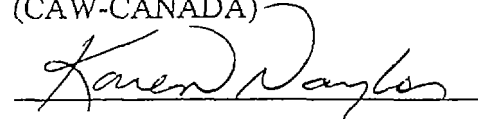
FOR:

DIRECT TRANSPORT (WINNIPEG DIVISION)



FOR:

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
(CAW-CANADA)



LETTER OF UNDERSTANDING #2
between
DIRECT TRANSPORT (WINNIPEG DIVISION)
and
NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION, AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)

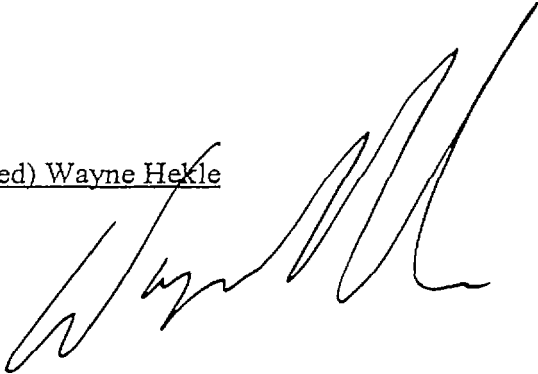
The Company agrees that the Local Chairperson of the Union will be allowed to advise on uniform issues relating to employees of the bargaining unit.

DATED this 17th day of January, 1997 at Winnipeg, Manitoba

FOR:

DIRECT TRANSPORT (WINNIPEG DIVISION)

(signed) Wayne Hekle



FOR:

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
(CAW-CANADA)

(Signed) Karen Naylor

kw
S/A

LETTER OF AGREEMENT #3
between
DIRECT TRANSPORT (WINNIPEG DIVISION)
and
NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION, AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)

It is agreed by both parties that Company dock workers at Yellow Freight will be covered by the Collective Agreement between Direct Transport (Winnipeg Division) and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada).

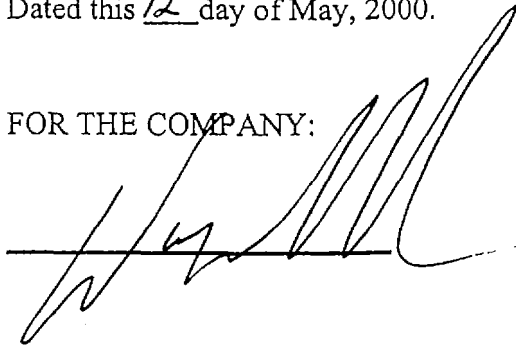
The following rates of pay will apply:

	<u>Ratification</u>	<u>Year 1</u>	<u>Year 3</u>
Dock Worker	12.20	12.42	12.65

This Memorandum of Agreement will not add any new classification of any sort to the Direct Transport (Winnipeg Division) Certification.

Dated this 12 day of May, 2000.

FOR THE COMPANY:



FOR THE UNION:



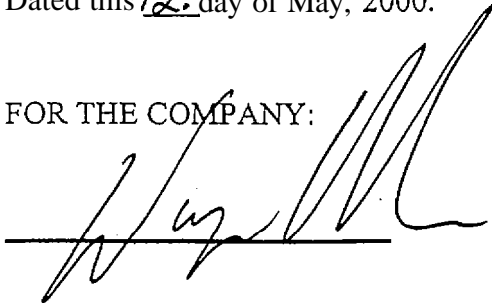
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LETTER OF UNDERSTANDING #4
between
DIRECT TRANSPORT (WINNIPEG DIVISION)
and
NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION, AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)

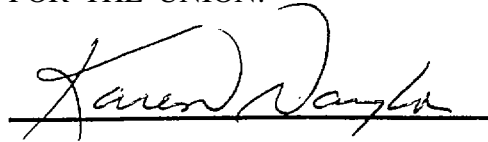
It is agreed that employees who work for the Company at Home Depot will work four (4) days on, four (4) days off at eleven (11) hours per day; overtime will be paid after forty-four (44) hours per week.

Dated this 12 day of May, 2000.

FOR THE COMPANY:



FOR THE UNION:



LETTER OF UNDERSTANDING #5
between
DIRECT TRANSPORT (WINNIPEG DIVISION)
and
NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION, AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)

Labour-Management Committee

It is agreed by the parties that a Labour-Management Committee will be established to discuss issues of common concern including driver appreciation initiatives.

The Committee will meet five times per year on a bi-monthly basis except during the months of July and August.

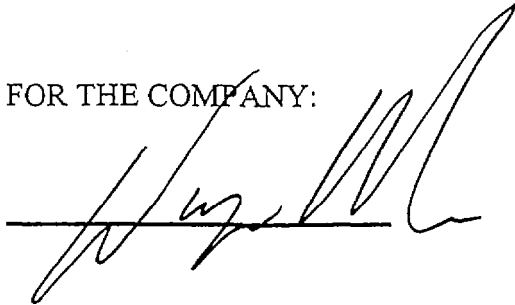
The labour members of the Committee will be the members of the Union Bargaining Committee. They will be paid lost wages when attending the meetings or will be paid eight (8) hours at the hourly rate if the meeting is held on their regular rest day.

The Union will not replace labour members who resign during the life of this agreement.

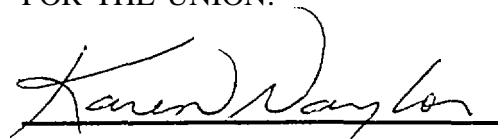
The parties agree to review this Committee after one (1) year. No changes to this letter of understanding will be made without mutual agreement.

Dated this 12 day of May, 2000.

FOR THE COMPANY:



FOR THE UNION:

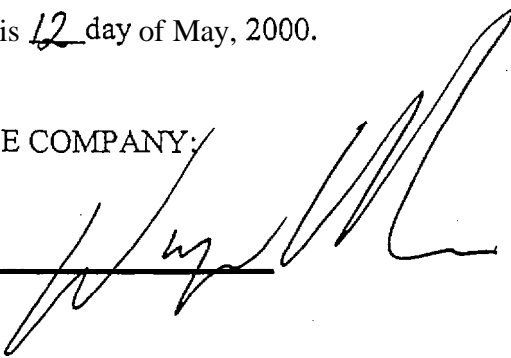


LETTER OF UNDERSTANDING #6
between
DIRECT TRANSPORT (WINNIPEG DIVISION)
and
NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION, AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)

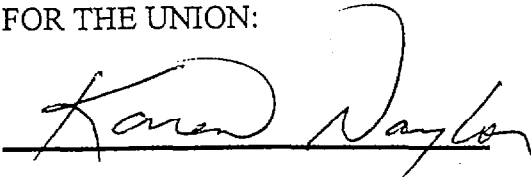
Upon ratification employees who are employed as of that date will receive a signing bonus of \$500.00 pro-rated by weeks worked from ~~November~~^{October} 1, 1999 or date of hire for employees who are hired after that date. A week worked will be defined as having rendered compensated service in that week. The signing bonus will be paid on a separate cheque with minimal statutory deductions.

Dated this 12 day of May, 2000.

FOR THE COMPANY:



FOR THE UNION:



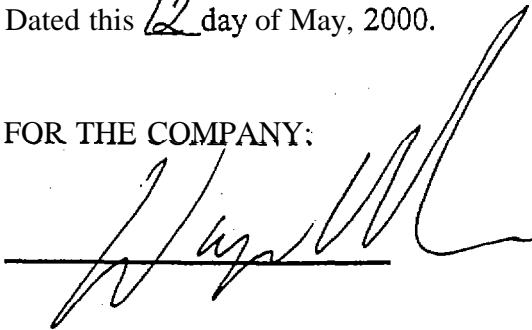
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LETTER OF UNDERSTANDING #7
between
DIRECT TRANSPORT (WINNIPEG DIVISION)
and
NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION, AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)

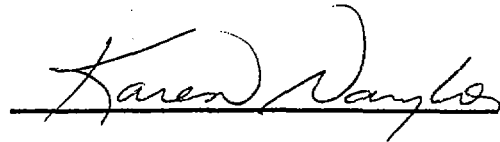
The parties agree that the posting of vacant contract positions resulting from this agreement, the finalization of job descriptions and run times and the implementation of the spareboard rules will be effective by June 15, 2000. This date may only be extended by mutual agreement.

Dated this 12 day of May, 2000.

FOR THE COMPANY:



FOR THE UNION:



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LETTER OF UNDERSTANDING #8
between
DIRECT TRANSPORT (WINNIPEG DIVISION)
and
NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION, AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)

It is agreed that the Company will continue to pay overtime after 8 hours per day, to bargaining unit members employed at the following customers for so long as the existing customer contracts providing for overtime on that basis remain in place:

1. **Unisource** (city drivers)
2. Yellow Freight
3. **Drummond McCall** (city drivers)
4. **Finmac** Lumber
5. Winnipeg Laundry
6. Selkirk Linen (**full** time contract trucks)
7. Smut-fit **MBI**
8. Hardwoods
9. Samuel & Sons

Dated this ____day of May, 2000.

FOR THE COMPANY:

FOR THE UNION:

LETTER OF UNDERSTANDING #9
Between
DIRECT TRANSPORT (WINNIPEG DIVISION)
and
NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION, AND GENERAL
WORKERS UNION OF CANADA (**CAW - CANADA**)

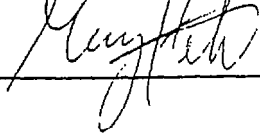
It is agreed that the bargaining unit members employed at the following customers will be paid the rates in effect at the date of ratification, for so long as the existing customer contracts providing for those terms remain in place, and / or until the rates set out in Schedule "A" are better than those provisions.

The union will be advised of any changes, No other customers will be added to this list without agreement of the Union:

- [1] Vic West
- [2] United Chemical
- [3] Drummond McCall

Dated this 5th day of t, 2000.

FOR THE COMPANY:



FOR THE UNION:

