

COLLECTIVE AGREEMENT

BETWEEN

AXIS LOGISTICS INC.

AND THE

INTERNATIONAL LONGSHORE AND WAREHOUSE

UNION, LOCAL 522

EFFECTIVE FROM JANUARY 1, 1998 TO DECEMBER 31, 2000

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This Agreement entered into this _____ day of _____, 1998.

BETWEEN

Axis Logistics Inc.
830 Malkin Avenue,
Vancouver, British Columbia

(Hereinafter referred to as the “Employer”)

AND

International Longshore and Warehouse
Union, Local 522
Chartered by the International Longshore
and Warehouse Union/ Canada

(Hereinafter referred to as the “Union”)

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees and to provide for orderly and harmonious labour relations.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Use of Terms

Where any gender term or singular is used in this Agreement, the same shall be construed as meaning either gender or plural unless otherwise specifically stated.

1.4 No Discrimination

(a) The Employer and the Union agree that there shall be no discrimination against any employee for any reason.

(b) The Employer recognizes that any discrimination against any employee carrying out Union activities shall be considered an unfair labour practice.

1.5 Definition of Employees

(a) A Full-time employee is one who works regularly scheduled full-time shifts and is entitled to all employee benefits granted under this agreement, provided they have completed their probationary period.

(b) A Part-time employee is one who works weekly hours, which are less than the number of hours constituting regular full-time employment.

1.6 Harassment

- (a) The Union and Employer recognize the right of employees to work in an environment free from personal or sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in harassment in the workplace.
- (b) The Parties agree a policy on the definition of and prohibition against all harassment will be posted in the work place.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees employed by Axis Logistics except those excluded by mutual agreement of the Parties or by the current Labour Statutes. New positions created by the Employer, excluding management position, following the date of signing of the Agreement, shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement of the Parties or by the current Labour Statutes.

2.2 Bargaining Agent Recognition

- (a) The Employer recognizes the International Longshore and Warehouse Union as the exclusive bargaining agent for all Axis Logistics employees as defined in Article 2.1.
- (b) Should any employee covered by this Agreement cease at any time to be a member in good standing of the Union or refuse to become a member of the Union, the Employer shall upon written notification from the Union suspend or discharge such employee barring further notice from the Union.

2.3 Complete Prohibition

- (a) Persons not covered by this Agreement, except in cases of emergency or for job training purposes, shall not perform work that is normally performed by employees covered by this Agreement.
- (b) Except to the extent and to the degree agreed upon by the parties, no work customarily performed by an employee covered by this Agreement shall be contracted out.

2.4 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement, shall be forwarded to a person designated by the Union.

The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any Article in this Agreement, shall be forwarded to a person designated by the Union.

2.5 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select Stewards.
- (b) The Union agrees to provide the Employer with the names of the employees designated as stewards. A steward, or their alternate, shall obtain the permission of the immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.
- (c) The duties of stewards shall include:
 - (1) investigation of complaints of an urgent nature; labour or safety.
 - (2) investigation, writing and presenting of all grievances;
 - (3) attending meetings at the request of the Employer;
- (d) The Employer agrees to grant 2 hours per week to the "Chief Steward" to perform Union business. This time will be without loss of pay during a day authorized by the Employer. This time can be accumulated to the end of each month.

2.7 Union Insignia

A Union member shall have the right to wear or display the recognized insignia of the Union.

2.8 Right to Refuse to Cross Picket Lines and Emergency Services

- (a) All employees covered by this Agreement shall have the right to refuse to cross a picket line. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross such a picket line shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.
- (b) The Parties recognize that in the event of a strike or lockout, as defined in the current labour Statutes of British Columbia, situations may arise of an emergency nature. To this end the Employer and the Union agree to provide services of an emergency nature.

2.9 Time Off for Union Business

- (a) Leave of absence without pay and without loss of seniority shall be granted to elected or appointed representatives of the Union to attend to Union business, conventions of the Union and bodies to which the Union is affiliated.
- (b) Employer shall grant leave, without pay, to all employees to attend Union Membership Meetings under the following circumstances:
 - Union to provide 2 weeks written notification, to the Company, of such meeting
 - Meetings will be held once per month on a weekday approved by the Company
 - Leave will be granted from 14:00 to 18:00 (maximum)

ARTICLE 3 - UNION SECURITY

It is clearly understood that the Union may, at any time, require that an employee become and remain a member of the Union in good standing.

ARTICLE 4 - COMPULSORY CHECK-OFF

- (a) The Employer shall deduct from the monthly wages of each employee in the bargaining all union dues and/or assessments on behalf of the Union. Such monies shall be deducted from each payroll cheque. The Employer shall forward monies deducted during any month to the Secretary Treasurer of the Union not later than the 10th day of the following month, accompanied by a list of employees for and on behalf of whom such deductions have been made. All deductions made on behalf of the Union will be included on employee's T4 slips.
- (b) The Employer shall deduct dues, fines and or assessments on behalf of the Union upon written notification of such deductions.
- (c) Any dispute regarding Union deductions will be resolved between the worker and the Union.

ARTICLE 5 – HIRING PRACTICES

5.1 Preferential Hiring

The right to hire employees is vested in the Company. However, before soliciting for any new employees, the Company will inquire of the Union Office whether it has on its books, the name of any member, or laid off member, or other suitable applicants. If it has the Company will allow the Union's applicant to make application for the job and be interviewed. If the Company fails to hire an applicant recommended by the Union , The Company shall provide the reasons why said applicant was not hired to the Union.

5.2 Probationary Employees

All employees with less than 520 hours or 6 months of service will be considered a probationary employee. During the probationary period new employees will receive feed back and direction, in writing, necessary to successfully complete their probation. Where the Employer has documented concerns about a probationary employee's performance which might otherwise result in discharge, the Employer and the Union must mutually agree to extend the probationary period up to an additional 520 hours.

After any employee completes probation, the employer shall give the employee a copy of this Collective Agreement.

5.3 Employer and Union to acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect. The Employer also agrees to give adequate time, without loss

of pay, to a Shop Steward to inform new employees of Union policies, security and/or Collective Agreement Provisions.

ARTICLE 6 - EMPLOYER'S RIGHTS

The Union acknowledges that the management and direction of employees in the bargaining unit is retained by the Employer, except as this Agreement otherwise specifies. The Employer will be completely fair and reasonable in asserting their rights.

It is agreed that the Employer may have a yearly formal evaluation of employees but such formal evaluation will not take the form of discipline.

The management of the Employer's business, and the direction of the working forces, including but not limited to the hiring, discipline, discharge, promotion and demotion of employees, is vested exclusively in the employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all the rules adopted by the Employer and published on letterhead and posted on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement. Any changes in Company Policy will be discussed in the Labour/Management Committee.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Representation

The Union shall supply the Employer with the names of its officers with whom the Employer may be required to transact business and similarly the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

7.2 Union Bargaining Committee

A Union Bargaining Committee shall be appointed by the Union and shall consist of up to three (3) members of the Union together with the President of the Union or his designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

Wages for the Union members to be split between the parties. The meeting room
will
be paid for by the Employer.

7.3 Union Representatives

A recognized representative of the Union, or designate, shall not be unreasonably denied access to the work premises. They must contact the Company upon arrival at the worksite. Under no circumstances will the Union representative interfere with the work of any employee(s).

7.4 Labour/Management Committee

- (a) There shall be established a Labour/Management committee composing of members equal in number, represented by the Employer and the Union. The minimum size of this Committee shall be two (2) Union Representatives and two (2) Employer Representatives, and the maximum size shall be four (4) Union Representatives and four (4) Employer Representatives.

The Committee may establish subcommittees and operating procedures for such committee(s). Any such subcommittee shall make recommendations in person to the Labour Management Committee as a whole.

- (b) The Committee shall meet at least once every sixty (60) days or at the call of either party for the purpose of discussing all matters of mutual concerns and to promote more harmonious industrial relations. The Committee shall have power to make recommendations to the Union and to the Employer. Time spent by the employees in carrying out the functions of any Committees shall be considered to be time worked.
- (c) An Employer representative and a Union representative shall alternate the duties of chairperson and secretary.

7.5 Technical Information

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union.

The Employer will not be required to provide information that is legally or commercially confidential or would cause undue expense.

Pay stubs for all employees shall contain the following information:

- Total hours worked in the pay period and year to date
- CPP and EI deductions in pay period and year to date
- Union dues deducted per pay period
- Accumulated vacation pay for the pay period and year to date
- Any and all other deductions from employee wages per pay period

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Grievance Submission

Any individual employee or group of employees or the Union or the Employer shall have the right at any time to present grievances under the procedure outlined in this Agreement. Grievances must be filed within ten (10) days or they shall be considered abandoned.

8.2

There shall be a grievance committee, consisting of 2 employees designated by the Union, who are actually then in the employ of the Company, who will be afforded such time off as may be required to attend meetings held at the request of Management or the committee. This time will be without loss of pay.

Minutes of the meetings shall be kept, signed by both parties, one copy to be retained by the Union and one copy retained by the Company.

8.3

The Union agrees to advise the Company, in writing, of the names of the members of the grievance committee, and also of any changes as they occur.

8.4

In the case of a grievance arising an honest effort shall be made to settle the difference in the following manner:

Step 1 – Between the aggrieved employee, the immediate supervisor, and shop steward: a decision to be rendered within 24 hours. Failing to reach a settlement Step 2 to be invoked.

Step 2 – a member of the grievance committee shall present, in writing, the grievance to management. A decision to be rendered, in writing, within 48 hours. Failing to reach a settlement, Step 3 to be invoked.

Step 3 – A meeting will be held between a representative of the Union, and the Site Manager or designate. Failing to reach a settlement Step 4 to be invoked.

Step 4 – If any grievance is not settled as above the party initiating the grievance may submit it to arbitration or grievance mediation within 10 calendar days of receipt of the final written response from the other party under Step 2. All such referrals will be in writing.

Employees shall not be suspended from duty for more than 3 days until the grievance and arbitration process has been completed unless it can be reasonably shown that the continued presence of the employee may endanger the physical welfare of the employee, or other employees or the property of the Employer.

Any dispute involving discipline, layoff/recall or safety shall receive priority and shall commence at Step 2.

Where a dispute arises involving a general application or interpretation of the Agreement affecting more than one (1) employee, the aggrieved party may initiate such dispute as a policy dispute at Step 2.

ARTICLE 9 - GRIEVANCE MEDIATION

9.1 Purpose

Recognizing that there are times and circumstances when it is advisable to seek third party assistance in finding ways of bringing about resolution of grievances without incurring the costs and delays associated with formal arbitration, the Employer and the Union agree to implement a grievance mediation process under Section 103 of the Labour Relations Code of British Columbia.

9.2 Procedure to Make Application

Either the Employer or the Union may request of the other party that a grievance be referred to mediation under this Article, provided that such request is made within ten (10) calendar days of receipt of the final grievance response at Step 2 of the grievance procedure. Grievance mediation whether requested by the Company or the Union must be attended by both parties. Where a grievance is referred to mediation, the time limits for referring such grievance to arbitration shall be suspended pending the outcome, after which time the time limits set out in Article 8 shall again be in force.

9.3 Recommendations Without Prejudice

The recommendation of the mediator may be considered binding by mutual consent before the mediation process begins.

If the parties agree that the mediation is not to be binding then the mediation process, in it's entirety, shall not be referred to by either party in any subsequent arbitration.

It is understood that where there is a grievance relative to a Company administered benefit plan, the Union, at its discretion, may refer the issue to binding Mediation.

9.4 Costs

The costs for the grievance mediation process under this Article shall be shared in equal proportions by each of the Parties.

ARTICLE 10 - ARBITRATION

10.1 Assignment of Single Arbitrator

- (a) When a party has requested that a grievance be submitted to arbitration, an arbitrator from the mutually agreed upon list of three arbitrators shall be chosen by the parties.
- (b) The Parties shall agree upon a list of 3 arbitrators. An arbitrator may be removed from the list by mutual agreement of the Parties.
- (c) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.
- (d) The Parties will agree to the assignment of 3 arbitrators immediately after the signing of this agreement. These persons shall be selected by mutual consent.

10.2 Arbitration Procedure

The arbitrator may determine his own procedure in accordance with the current Labour Statutes and shall give full opportunity to all Parties to present evidence and make representations. He shall hear and determine the difference or allegation and shall make every effort to render a decision with thirty (30) days of his first meeting.

10.3

The findings of the Arbitrator shall be final and binding on both Parties. The Arbitrator is not authorized to alter, modify or amend any part of this Agreement. This Article does not negate the right of the Parties to refer the matter for judicial review as per the Labour Code.

10.4

The Arbitrator shall devote such time as is necessary to discharge his duties and responsibilities and shall be paid at a rate and upon a basis to be agreed upon between the Arbitrator and the Parties. Fees and expenses incurred by the Arbitrator shall be borne equally by the Union and the Employer.

Pending disposition of any step of the grievance procedure the Parties may meet in an attempt to reach a satisfactory resolve to the grievance.

10.5 Amending of Time Limits

The time limits established in these Articles 8, 9, and 10 are mandatory in nature and may only be varied by the formal agreement of both Parties to this Agreement.

ARTICLE 11 - DISCIPLINE

In the event that the Employer initiates disciplinary action against an employee, the procedure outlined herein shall be followed.

11.1

The Site Manager or designate, may discipline an employee who has successfully completed their initial probationary period for just cause. When such employee is disciplined, he shall be given the reasons in writing, in the presence of his steward, providing that this does not result in an undue delay of the appropriate action being taken.

11.2

An employee shall be given a copy of any document placed on the employee's file, which is the basis of disciplinary action. Should an employee dispute any such entry in his file, he shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his personnel file.

Any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of twenty-four (24) months from the date it was issued provided there has not been a further infraction. There shall be no reference to any such incident that is predated by 2 years or more the current offense.

11.3

- (a) An employee, and/or the Vice-President ILWU Canada or his designate, shall be entitled to review an employee's personal file, in the presence of a designated management representative, in order to facilitate the investigation of a formal grievance. The employee or the Vice President, as the case may be, shall give the employer two (2) working days notice prior to having access to such information. The Vice President of the Union or designate shall require prior consent from the employee.

- (b) Except as provided otherwise herein, personnel files will be kept confidential and access will be given only to those management employees that require the information in the course of their duties.

11.4 Right to Have Union Representative Present

- (a) An employee shall have the right to have his steward present at any discussion with the Site Manager or designate which is the basis of disciplinary action.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local Union Representative present at any discussion with supervisory personnel which is the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

It is clearly understood that seniority belongs to the Union and when there is any dispute as to application of seniority the decision of the Union shall prevail.

12.2 Seniority List

The Union will provide a seniority list to the Company in June and December of each year containing the following information regarding its full-time and part-time employees:

- (a) Employee's name
- (b) Date from which the employee's service seniority is calculated.
- (c) Employee's wishes with regard to banked overtime for the next 6 months

12.3 Seniority

Seniority (using the senior may junior must system) shall be the governing factor for selecting employees wherever reasonable.

12.4 Re-employment

In the event that an employee resigns with proper notice and is rehired within ninety (90) days, then the employee will be eligible to previous rights and benefits as specifically provided in this Agreement.

ARTICLE 13 - STAFF CHANGES

13.1 Full-time Employees

The Parties recognize the fluctuations in available hours of work due to the cyclical nature of the industry. The Employer agrees the minimum number of full-time employees covered by this Agreement shall not be less than that required to fully man the low cycle of hours.

The Labour/Management Committee will meet periodically to review the scheduling practices and make adjustments as needed.

It is understood that full-time positions will not be created where not required by the operation of the business. However, in the event the total part time hours worked on any shift reaches more than 32 hours per week for 13 consecutive weeks, exclusive of replacement hours, then a full-time position shall be deemed to be created and a position shall be posted.

The new full-time employee shall remain employed as a full-time employee until such time as the Employer can show that said employee was not able to reach 32 hours of employment consistently for a 13 week period.

13.2 Job Postings

When a full-time vacancy occurs or a new full-time position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards for a minimum of seven (7) days so that all members will know about the vacancy or new position.

The Employer will refrain from hiring outside the bargaining unit for any full-time position until the end of the minimum seven (7) days internal posting.

13.3 Information

Posting shall contain the following information:

- open and closing date of notice
- job title
- qualifications
- required experience

- knowledge and education
- skills
- wage rate or range

13.4 Trial Period

If an applicant is taken from the bargaining unit, the successful applicant shall be notified within one (1) week, or as promptly as possible, following the end of the posting period. The successful applicant shall be placed on a trial basis for a period of up to three (3) months. Conditional upon satisfactory service, the employee shall be confirmed in the job.

If the employee is found to be unsatisfactory in the new position, they will be returned to their former job.

This Article will not apply to an employee previously trained for the job.

13.5 Notification of Appointment

Within seven (7) calendar days of the date of the appointment, the name of the successful applicant shall be posted and a copy sent to the Union.

13.6 Training Courses

Both Parties recognize the desirability of improved services to clients and support any attempt by the Employer to provide employees with the opportunity to acquire additional knowledge and skills related to the services provided by the Employer. Any program or training opportunity endorsed by the Employer will be made available to employees in a fair and equitable manner, and will be subject to operational requirements.

13.7 Positions Temporarily Vacant

The Employer agrees to maintain a list of part-time employees such that they may be brought in, by seniority, when the need arises.

13.8 Vacation Letters

Employees who will be absent from duty on vacation, for more than seven (7) calendar days will be entitled to file a letter of preference with their supervisor indicating positions they would accept should a vacancy occur while they are absent. Such letters of preference will only be valid for the duration of the vacation.

ARTICLE 14 – LAYOFFS AND RECALLS

14.1 Definition of Layoff

Layoff means the termination of an employee's employment because of a lack of work.

14.2 Role of Seniority in Layoffs

- (a) In the event of a layoff employees shall be laid off in the reverse order of their seniority.

An employee affected by a layoff may bump an employee who has less service seniority provided that they have the necessary qualifications and ability to fill the position.

A full-time employee may bump a part-time employee and maintain the right to regular recall.

- (b) It is understood that a full time employee who bumps to a part-time position shall retain their full time base rate of pay for a period of three (3) months.

14.3 Recall Procedure

Employees shall be recalled in order of their service seniority provided they are qualified to perform the duties of the position.

An employee shall report for work within 10 days of being notified of a recall; except in unusual circumstances. Failure to report within the specified time will result in termination of employment. The employee's right to recall shall not expire.

14.4 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

14.5 Advance Notice of Layoff

Unless legislation is more favorable to the employees, the Employer shall notify employees, who are to be laid off, five (5) calendar days prior to the effective date of layoff. If employees have not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available. Advance notice of the layoff shall not apply when available work is reduced due solely to an Act of God.

14.6 Severance Pay

The Company shall pay severance pay to any and all full-time employees upon severance of their employment except when an employee resigns, is discharged for cause or retires. The rate shall be 1 weeks pay for each year of service to a maximum of 25 paid weeks (minimum 2 weeks). The rate of pay will be at their current hourly wage.

14.7 Pre-Layoff Canvass

- (a) Where the Employer identifies to the Union a need to proceed with a layoff of employees pursuant to Article 13, the Employer may prior to the layoff of employees under Article 13, canvass any employee or group of employees within the area identified for reduction in order to invite:
 - (1) placement into a vacant regular position; or
 - (2) resignation with severance
- (b) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.
- (c) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven (7) days of issuance of a written notice to the employee or group of employees within the area identified for reduction and to the Union of the Pre-Layoff Canvass.

ARTICLE 15 - HOURS OF WORK

15.1 Hours of Work

- (a) The hours of work shall be as set forth in Appendix "A".
- (b) Senior may junior must system will be used to establish preferential employment for all employees.
- (c) The exceptions to these hours of work are the 4x10 hour graveyard shift and the janitor day shift.
- (d) It is understood that a full 8 hours of work will be given to any full time employee, working on any shift, provided he is willing to perform all work provided by the employer within his shift.

15.2 Work Schedules

- (a) The agreed upon work schedule (Appendix E) will be administered by the Labour/Management Committee. Management will post the schedule in the worksite by Thursday 12:00 noon of each week (at the latest).
- (b) Employees will be scheduled in based on seniority, skills, and ability.

15.3 Meal Periods

- (a) Meal periods shall be scheduled as closely as possible to the middle of the workday. The length of the meal period shall be not less than 30 minutes

15.4 Coffee Periods

A fifteen minute coffee break shall be observed after the first 2 hours of work and after the first 2 hours of work after the meal period. There shall also be a 15 minute coffee break before overtime commences and after each 2 hours of work thereafter. These are Company paid breaks.

15.5 Break Periods

It is understood that employee's meal periods and coffee periods will be free from direction.

15.6 Minimum Hours

Any employee who is called for work and upon reporting finds no work available shall be entitled to four (4) hours at the regular rate.

ARTICLE 16 - OVERTIME**16.1 Overtime Entitlement**

- (a) All employees will be entitled to compensation for authorized overtime in excess of:
 - (1) 8 hours per day;
 - (2) 40 hours per week.
 - (3) 40 hours of work in any 7 day period.

- (b) Overtime entitlement shall be calculated in six (6) minute increments, however, employees shall not be entitled to any compensation for periods of overtime of less than six (6) minutes per day.

16.2 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer.

16.3 Banking of Overtime

The Employer will establish a time bank and credit overtime wages to this bank rather than pay the wages as they are earned. Hours contained in the bank will be made available to the Secretary Treasurer ILWU Local #522 every second Friday in conjunction with regular paydays.

The Union will provide the names of employees requesting to bank their overtime hours twice per calendar year with the submission of the seniority list.

At any time employees may request the employer to pay out some or all of the hours credited to the bank or the employee may request time off with pay at a mutually agreed time. All requests for withdrawals from the bank must be in writing.

All hours held in the overtime bank will be drawn out by the employee or paid out by the Employer within 6 months of being earned.

16.4 Overtime Compensation

- (1) The Employer must pay an employee who works over eight (8) hours a day:
 - (a) One and one-half (1.5) times the employee's regular wages for the first three (3) hours, and
 - (b) Double (2) time in excess of (a) above.
- (2) The Employer must pay an employee who works over forty (40) hours a week:
 - (a) One and one-half (1.5) times the employee's regular wage for the time over forty (40) hours, and
 - (b) Double (2) time the employee's regular wage for any time over forty-eight (48) hours.

16.5 Right to Refuse Overtime

Employees shall have the right to refuse to work overtime, except when required to do so in emergency situations.

16.6 Callout Provision

An employee who is called back to work outside of regular working hours shall be compensated at overtime rates with a minimum payment of four (4) hours.

16.7 Overtime for Part-time Employees

(a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including the hours described in Article 16.1(a) of this Agreement.

(b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than his regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the hours described in Article 16.1 (a) of this Agreement.

(c) Overtime rates shall apply to hours worked in excess of (a) and (b) above as described in Article 16.4 of this Agreement.

16.8 Rest Interval

An employee required to work overtime beyond his regularly scheduled shift shall be required to have eight (8) clear hours between the end of the overtime work and the start of his next regular shift.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

(a) The following have been designated as paid holidays and will be treated as Statutory Holidays:

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

(b) Any other holiday proclaimed as a holiday by the Federal or Provincial Government

for the locality in which an employee is working shall also be a paid holiday.

(c) Any hours worked beyond 8 hours on a paid holiday will be paid at twice the employees regular hourly rate of pay.

17.2 Holiday Falling on a Day of Rest

When a paid holiday falls on a full-time employee’s day of rest, the Employer shall make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled workday following the day of rest so affected. Where this is not possible, the lieu day shall be scheduled by mutual agreement and taken by the end of the month following the month in which it was earned.

17.3 Holiday Coinciding With a Day of Vacation

Where an employee is on vacation leave and a statutory holiday to which he is entitled falls within that period, an additional day of vacation shall be granted in lieu thereof.

17.4 Christmas Day or New Year’s Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year’s Day off.

17.5 Paid Holiday Leave

Payment for holidays will be made at an employee’s basic pay, except if an employee has been working in a higher paid position than his regular position for a majority of the sixty (60) working days preceding his holiday, in which case he shall receive the higher pay.

ARTICLE 18 - ANNUAL VACATION

18.1 Annual Vacation Entitlement

Full-time employees shall be granted vacation leave with pay as follows:

<u>Completed Years of Continued Service</u>	<u>Duration of Vacation</u>	<u>Vacation Rate Accrued Per Pay Period</u>
up to 2 years (inclusive)	2 weeks	4%
3 to 7 years (inclusive)	3 weeks	6%
8 years or more	4 weeks	8%

18.2 Vacation Schedule and Preference

- (a) Vacation preference within the work unit shall be on the basis of service seniority. Schedules shall be completed and approved by April 30th of each year. Employees who do not indicate their selection by April 30th shall not be able to exercise their seniority rights for that year and shall be required to request vacation 30 days in advance. Vacation selection shall be subject to operational requirements.
- (b) Employees may split their vacation entitlement into weekly blocks. The first block cannot exceed 3 weeks except by mutual agreement. Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been posted. Seniority shall also prevail in the choice of the third vacation period, but only after all other first and second vacation periods have been posted.
- (c) The employer has the right to limit the number of employees granted vacation during "prime time" (based on business needs), however, the company will allow at least 2 people to take vacation during these times (Christmas and Summer).
- (d) Vacation schedules, once approved by the Employer, shall not be changed, other than in the case of emergency, except by mutual agreement between employee and Employer.
- (e) The calendar year in which an employee's first anniversary falls shall be her/his first vacation year.

18.3 Approved Leave of Absence with Pay During Vacations

When an employee is qualified for bereavement leave, short term disability or any other approved leave with pay during his vacation period, there shall be no deduction from the vacation credits for such leave. In the case of short term disability, this section shall only apply when the period of illness or injury is in excess of three (3) days and a note from a physician is required. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

18.4 Call back on Vacation

Employees who have commenced their annual vacation shall not be called back to work, unless they agree.

18.5 Vacation Relief

Where vacation relief is required, the Employer shall give full-time employees the opportunity to substitute in higher paying positions, provided the employee is qualified to perform the duties of the job and arrange for staff replacements at the lowest paying category.

ARTICLE 19 – SICK LEAVE

19.1 Employee to Inform Employer

- (a) The employee shall make every reasonable effort to inform the Employer as soon as possible of his inability to report to work because of illness or injury, but in any case before the commencement of his shift, and advise of the expected date of return.
- (b) Each full-time employee, as of January 1st 1998, shall receive a credit of 6 sick days, the Sunday after ratification. Effective January 1, 1999 all full time employees will receive 3 days sick time credit on January 1 of each year and 3 days sick time credit on July 1 of each year. All other full time employees shall receive credit for 4 hours sick time per calendar month worked, from the day they become full time employees until the next 3 day credit becomes effective; as long as they have served their probationary period. The time earned will be recorded in a sick time bank to be credited against any time lost due to illness. Credits may be withdrawn from the bank but the employee must maintain a minimum balance of 6 days prior to any payment being made. No employee shall accumulate more than 18 sick days before being paid out.
- (c) Accumulated sick time, in the employee's bank, will be paid to any employee leaving upon severance of their employment except when an employee is discharged for cause. Payment will be at the employee's current hourly rate of pay.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Pay

- (a) In case of death in the family of a full-time employee, leave of absence with pay shall be granted for a period of three (3) days for the purposes of attending or arranging the funeral. Family of an employee shall be as follows:

Spouse, mother, father, sister, brother, children, step parents, mother-in-law, father-in-law.

- (b) Leave of absence with pay shall be granted for one (1) day to attend or arrange the funeral for an employee's grandparents, grandchildren, aunt, uncle, brother-in-law and sister-in-law.

In the event of a death of near relatives or friends, time off without pay may be granted to an employee to attend the funeral and/or to handle the funeral arrangements. If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

20.2 Full-time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a Municipal, Provincial or Federal election;
- (b) for a period of five (5) years for employees selected for a full-time position with the Union or any body to which the Union is affiliated;
- (c) for a maximum period of five (5) years for employees elected to a public office.

20.3 Leave for Court Appearances

- (a) An employee summoned to jury duty, coroner's inquest or subpoenaed as a material witness, shall be paid wages amounting to the difference between the amount paid them for such service and the amount they would have earned had they worked on such days. Employees on jury duty or subpoenaed as a material witness shall furnish the Employer with such a statement of earnings as the Courts may apply.
- (b) For all above leaves, the employee shall advise his supervisor as soon as they are aware such leave is required.

20.4 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant up to a 2 month leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances. Such request must be made in writing at least 1 month in advance. Employees must have exhausted all vacation benefits for the year in which such leave is granted.

Leave may not be taken within a 1 year period of the completion of a previous leave taken under this clause except by mutual agreement.

Leave under this clause will not be unreasonably denied.

ARTICLE 21 - PREGNANCY AND PATERNAL LEAVE

21.1 Leave associated with pregnancy and/or Parental Leave will be granted as per B.C. Employment Standards Act.

21.2 All leave taken under Article 21 is Leave without Pay.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

The Employer shall make every reasonable provision for the health and safety of its employees. The parties agree to post in the workplace all policy and procedural information required by WCB regulations.

22.1 Occupational Health and Safety Committee

The Parties agree to post in the work place the Policy and Procedure of the work site as per Industrial Health and Safety Committee Regulations. It is understood that time spent performing duties or functions of this Committee shall be considered time worked.

22.2 Emergency First Aid Tickets

The Employer agrees to pay for the training and maintenance of Emergency First Aid Tickets for at least 8 bargaining unit employees.

22.3 Illness Provision

In the event of an employee becoming ill during their shift, the employee will report their condition to their supervisor. If the employee wishes to leave the worksite due to such illness the Employer will provide transportation, if needed.

22.4 Injury Pay Provision

An employee who is injured during working hours while performing his duties of employment and who is sent home from work by the Company shall be paid for the time lost on the day he was injured at his regular straight time hourly rate for the unexpired portion of his scheduled work day.

Any injured employee will be required to attend a health care facility to be diagnosed. Transportation to/from the health care facility will be provided by the employer.

22.5 Employee Assistance Program

The Employer recognizes that the abuse of alcohol and/or drugs constitutes an illness and employees so affected will retain all benefits and seniority while undergoing treatment.

The Employer and the Union will establish a mutually agreed upon procedure to refer employees to a recognized agency for treatment.

22.6 Employee Facilities

- (a) The Company shall maintain adequate, clean and heated lunchroom, washrooms and locker room exclusively for the use of Axis employees.
- (b) The Employer agrees to provide authorized Union members with the following:
 - An office above the Shipping Office
 - A desk, table, chairs and a telephone
 - One (1) bulletin board for the exclusive use of Local 522

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Definition

"Technological change" shall be as defined in the current labour legislation.

23.2 Reference to Arbitration

All disputes arising in relation to adjustment to technological change shall be finally and conclusively settled without stoppage of work by the grievance procedure set up in accordance with Articles 8, 9, and 10 of the Agreement.

23.3 Training

- (a) It is agreed that sixty (60) days notice will be given to the Union prior to the introduction of or change in the automation or mechanization of equipment where it significantly alters or eliminates a job.

- (b) It is agreed that an employee affected by (a) above will be given up to three (3) months training to acquire the knowledge and skills of the changed job where it is a reasonable expectation that the job can be learned in such period. Further, there will be no loss of hourly pay during the training period or while the employee remains in the changed job. In the event that it is expected that the changed position cannot be learned in three (3) months, then the layoff procedures contained in Article 14 will apply but without loss of hourly pay.

23.4 New Employees

No additional employees required because of technological change shall be hired by the Employer until the employees affected are notified of the proposed technological change and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

ARTICLE 24 - HEALTH AND WELFARE

Group insurance coverage provided to the employees shall not decrease during the life of this Agreement.

24.1 Basic Medical Insurance

The Company will pay 100% of M.S.P. premiums for all full-time employees.

24.2 Extended Health/ Dental Benefits

Will continue as presently provided by the Employer

24.3 Short Term/Long Term Disability Benefits

Will continue as presently provided by the Employer

24.4 Group Life Insurance / Accidental Death and Dismemberment

Will continue as presently provided by the Employer

24.5 Medical Examination

It is agreed that the Company may request a medical examination under the following circumstances:

- Before Hiring
- During periods of disability
- When returning from a period of disability

All medical examinations will be at the Company's expense and at on Company time.

The Company will reimburse the cost of a doctor's note, when requested by the Company. The Company will also reimburse the cost of any medical forms necessary for the STD Plan.

24.6 Layoff Benefits

Employees laid off with a specific date of recall shall have option of maintaining their benefit package by prepaying their (employee's) premiums. The Employer will continue their share of contributions for a period of not more than one (1) month.

24.7 Leave Benefits

Employees on leave without pay shall have the option of maintaining their benefit package by paying the employees share only for three (3) months.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**25.1 Paydays**

Employees shall be paid biweekly through direct deposit.

25.2 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the Parties to this Agreement. For information purposes, the applicable rates of pay are recorded as Appendix "B", "C" & "D" to this Agreement.
- (b) When a full time employee drops from full time to part time status, the employee shall retain their full time rate of pay.

- (c) The distribution of pay stubs shall be done in such a manner that the details of the paycheck shall be confidential.

25.3 Substitution Pay

When a permanent employee temporarily substitutes in, or performs the principal duties of a higher paying position for which a salary range has been established, he shall receive the rate in the salary range which is one step higher than his current rate.

25.4 Rate of Pay on Reclassification or Promotion

Where an employee is permanently promoted or transferred into a higher pay classification he shall immediately move into the higher salary scale.

25.5 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than his regular rate of pay shall maintain his regular rate of pay.

ARTICLE 26 - CLASSIFICATION AND RECLASSIFICATION

26.1 Classification Specifications

The Employer will provide the Union with copies of Job Specifications of Classifications covered by this Agreement.

26.2 New Classifications

When a new classification covered by this Agreement is introduced, the classification and the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the classification or the pay of the job in question, the matter shall be referred to arbitration under Article 10 of this Agreement. The new rate of pay shall become retroactive to the time the classification was established.

26.3 Reclassification

Where an employee believes that he is improperly classified with respect to position or grade, the employee shall discuss his classification or grade with his immediate supervisor and, on request, the employee will be provided with a copy of a written statement of his duties. If there is a dispute between the supervisor and an employee concerning his classification or grade, the employee shall have the right to grieve their position under Article 8.

ARTICLE 27 - GENERAL CONDITIONS

27.1 Damage to Personal Property

Where an employee's personal property is destroyed as a result of a work related injury, and the damages are not covered by Workers' Compensation, the Employer shall reimburse the employee for the necessary repairs or replacement.

27.2 Supply and Maintenance of Equipment

- (a) The Company will provide all tools and equipment that are required by the employees in order to perform their jobs.
- (b) The Employer will pay 100% of the costs of all protective gear required by W.C.B. regulations.
- (c) The Employer will pay a boot allowance to a maximum of \$60 per calendar year upon presentation of an appropriate receipt. Part time employees shall be entitled to a boot allowance after completion of 1 full year's service.

27.3 Indemnity

Civil Action - The Employer agrees to pay an judgement against an employee and not seek indemnity against him providing such judgement arose out of the performance of his duties. The Employer also agrees to pay legal costs incurred in such proceedings, including those of the employee providing the Employer has the sole right to determine if an appeal of a decision rendered will be pursued, and further there is no other party from which legal costs may be recovered.

27.4 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his rights and obligations under it. For this reason the Employer shall print one hundred (100) copies of this Agreement for distribution to employees. The cost of this shall be 50% for the Employer and 50% for the Union.

ARTICLE 28 - PENSIONS

The Employer and each full-time Employee agree to participate in and contribute to a Group RRSP Plan as provided by the Employer.

Contributions:

Effective 1 January 1998	Employer \$0.15 per hour worked Employee \$0.15 per hour worked
Effective 1 January 1999	Employer 3% of gross wages Employee 3% of gross wages

ARTICLE 29 - TERM OF AGREEMENT

29.1 Duration

This Agreement shall be binding and come into effect midnight, January 1, 1998 until December 31, 2000.

29.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice at any time within four (4) months immediately preceding the expiry of the Agreement.
- (b) Where no notice is given by either Party ninety (90) days or more before the expiry of this Agreement, both Parties shall be deemed to have given notice under this Article ninety (90) days before the expiry.
- (c) The person designated by the Union shall give all notices on behalf of the Union and the General Manager of Axis Logistics Inc or his designate shall give similar notices on behalf of the Employer.

29.3 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement. These changes will be signed by the Company and the two Local 522 designated representatives in order to be binding upon both parties.

APPENDIX "A"

Hours of Work

- (a) The normal work shift will be eight (8) hours. The normal work week for all full time employees will be forty (40) hours
- (b) The employer undertakes that preferential employment will be given to full time employees. Senior may junior must system will be used to establish preferential employment.
- (C) When a sufficient number of qualified full-time members are not available for employment it is jointly agreed that part time employees may be employed.

The normal starting times are:

7: 30 a.m.	to	4:00 p.m.	Day Shift
4:00 p.m.	to	12:30 a.m.	Afternoon Shift
12:00 a.m.	to	7:30 a.m.	Graveyard Shift (8 hours paid)

Shift Differential

- (a) For any work performed between 6:00 p.m. and 12:00 (midnight) -- \$0.25 per hour or portion thereof.
Effective January 1, 2000 - \$0.50 per hour worked
- (b) For any work performed between 12:00 (midnight) and 7:00a.m.
\$0.50 per hour or portion thereof.
Effective January 1, 2000 - \$0.75 per hour worked

APPENDIX "B"
Full-time Employees Hourly Rates

Effective January 1 of each year

Service Hrs	1998	1999	2000
0 - 520	10.55	10.87	11.20
521 - 1040	11.61	11.96	12.32
1041 - 1560	12.66	13.04	13.43
1561 - 2080	13.72	14.13	14.56
2081 - 3120	14.24	14.67	15.11
3121 - 4160	14.77	15.21	15.67
4161 - 5200	15.30	15.76	16.23
5201 - 5720	15.83	16.30	16.79
5721 - 6240	16.35	16.84	17.35
6241 +	16.62	17.12	17.63

APPENDIX "C"
Part-time Employees Hourly Rates

Effective January 1 of each year

Service Hrs	1998	1999	2000
0 - 520	10.55	10.87	11.20
521 - 1040	11.61	11.96	12.32
1041 - 1560	12.66	13.04	13.43
1561 - 2080	13.19	13.59	14.00
2081 - 3120	13.72	14.13	14.56
3121 - 4160	14.24	14.67	15.11
4161 - 5200	14.51	14.95	15.40
5201 - 5720	14.51	14.95	15.40
5721 - 6240	14.51	14.95	15.40
6241 +	14.51	14.95	15.40

APPENDIX "D"

Skill Differentials

#1 -Truck Drivers shall be paid a skill differential of \$2.00 per hour.

#2 -The designated First Aid Attendant on shift shall be paid a skill differential of \$0.50 per hour.

#3 -A designated Banana Technician and Banana Assistant shall be paid a skill differential of \$1.00 per hour. There will be a scheduled Banana Technician on dayshift and the Banana Assistant will be the senior receiver on afternoon shift.

Ancillary Payments

#1 - Signing Bonus: it is agreed that upon signing of this Agreement the Employer agrees to pay a signing bonus of \$1,000.00 to all full time employees, and \$250.00 to all part time employees. All employees receiving payment must have completed their probationary period prior to June 1, 1998.

#2 - Retro Pay: upon signing of this Agreement all active employees will be paid retroactive wages from January 1, 1998 or date of hire, if after January 1,1998.

APPENDIX "E"
Work Schedule

APPENDIX "F"

Schedule Language

Definitions of shifts as per Shift Schedule (Appendix "E")

A - F : Shifts are filled by existing clerical and driver staff. They are subject to a yearly bid within the employees occupying those positions. Other employees may only bid them on when a vacancy occurs and is posted per this Agreement.

1 & 2: Shifts are subject to a yearly bid and open to any full time staff who are willing to be trained prior to the commencement of the new schedule.

3 - 32: Shifts are open to all employees and are subject to a six (6) month bid. Shift 32 is a four day, ten hour shift. The start time for this shift is 22:00 and finishes at 07:30.

2) The bidding will begin on March 1st. All employees will be placed in their new job or shift on the first schedule of May. Bidding will once again take place on September 1st and employees will be placed in their job or shift the first schedule of November.

3) The most junior scheduled employee on Monday, Wednesday, Friday and Saturday will be scheduled between 07:30 and 10:30. This employee will perform janitorial or other duties as assigned. It is agreed that janitorial work will receive priority.

4) The 2 month advance bid is to allow for a simplified transition period and to allow training/orientation (if required) to employee's new positions.

5) On a weekly basis, the scheduled amount of receivers, clerical, drivers, graveyard, banana and janitorial staff will be met. This is understood to cover any vacation, disability and/or lengthy illness.

LETTER OF UNDERSTANDING

1 January 1998

Alcoholism and Drug Abuse

Deteriorating job performance with symptoms of alcohol or drug abuse, as referred to the Parties, shall result in consultation and appropriate action necessary, as follows:

- (a) Continued observation
- (b) Voluntary medical assessment examination
- (c) Mandatory medical assessment examination
- (d) Recommendation by the Parties to temporarily suspend the individual from employment for his own and fellow workers' protection
- (e) Referral to Short Term Disability or other benefit program for payment provided the individual is otherwise qualified
- (f) Necessary procedures, resulting from the Medical Assessment Examination, will be as determined by the Parties and the Treatment Advisor

The Parties further agree providing a "Treatment Centre" Loan Agreement (copy attached).

Date: _____	Date: _____
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Employer Representative

Union Representative

TO: AXIS LOGISTICS LTD. 830 Malign Ave. Vancouver, B.C.	Date: _____
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Dear Sirs:

This will acknowledge receipt of an advance from Axis Logistics Ltd. in the amount of _____, which will be used to finance "Treatment Centre" expenses.

I agree to reimburse Axis Logistics for this amount.

Unless lump sum repayment arrangements are made, this letter will authorize Axis Logistics to deduct an amount not exceeding \$60 in any weekly pay period and the balance from any vacation pay, until the full amount has been repaid to Axis Logistics. Consideration by the Parties to reimbursement of Treatment Centre cost at a rate of eighty (80%) percent will be granted only after six (6) months following full repayment of this loan and subject to successful treatment.

Yours truly,

Employee's Name

Employee's Signature

Employer Representative

Union Representative

This page together with the preceding pages shall comprise the Collective Agreement hereby executed.

Signed on Behalf of
Axis Logistics, Inc.

Signed on Behalf of the
International Longshoremen's and
Warehousemen's Union Local 522

Frank Mitchell
Distribution Centre Manager
Axis Logistics Inc

Mike Rondpre
Vice President
Canadian Area

Guy Langlais
Manager, Industrial Relations

Chris Murray
Committee Member

Darryl Brisbin
Operations Co-ordinator
Axis Logistics Inc

Derrick Couture
Committee Member

Daniel Desouza
Committee Member

Dated this _____ day of _____, 19____