

COLLECTIVE AGREEMENT

BETWEEN **JIM AND JOE'S TRUCKING CO. LTD.**
(hereinafter referred to as "the Employer")

AND **TRANSPORT, CONSTRUCTION, AND
GENERAL EMPLOYEES' ASSOCIATION,
LOCAL NO. 66**
affiliated with the
Christian Labour Association of Canada
(hereinafter referred to as "the Union")

August 1, 2002 - July 31, 2005

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:
- a) to recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
 - b) to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
 - c) to establish an equitable system for promotion, demotion, transfer, layoff and recall of employees;

- d) to establish a just and prompt procedure for the disposition of grievances;
- e) and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer and the employees which will be conducive to their mutual well being.

1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees of such rights and privileges.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02.

2.02 This Agreement covers all employees of the Employer in the bargaining unit as established in the Certificate issued by the British Columbia Labour Relations Board, dated August 12, 1985, and/or as classified in this Agreement, that is, all employees in British Columbia, except office staff.

2.03 Except in cases of emergency, non-working foremen, supervisors, and other non-bargaining unit (employees) personnel, shall not normally perform work included in work or job classifications under this Agreement and normally performed by members of the bargaining unit.

This article shall not limit non-bargaining unit personnel from

covering for bargaining unit employees who are sick or on vacation, or on statutory holiday, provided such work is first offered to other members of the bargaining unit.

- 2.04 It is agreed by the parties that there shall be no revision, amendment or alteration of the bargaining unit as defined herein or of any of the terms and provisions of this Agreement or sub-contracting of any work normally done by any employee in the bargaining unit, save and except work performed on an exchange basis by members of the Union employed at sister companies or by mutual agreement in writing of the parties hereto. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.05 The Employer agrees that the Christian Labour Association of Canada and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.06 The Union acknowledges that it is the function of the Employer:
- a) to manage the enterprise, including the scheduling of work and the control of materials and equipment;
 - b) to maintain order, discipline, and efficiency, and to make, alter, and amend rules of conduct and procedure for employees, provided that such rules are consistent with the purpose and terms of this Agreement and are administered in a fair and reasonable manner;
 - c) to hire, direct, transfer, promote, layoff, suspend, and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided

that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure in Article 16.

ARTICLE 3 - UNION REPRESENTATION

- 3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a) the Union has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters pertaining to this Agreement.
 - b) CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.
- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 3.03 Stewards and other Union Officers in the employ of the Employer will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and
- the Employer will pay such Stewards and Union officers at their regular hourly rates while attending to such matters, as well as for time spent on negotiating a collective agreement with the Employer whenever this takes place during the regular working hours of the Stewards and/or Union officers

concerned.

- 3.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A CLAC Representative may attend such meetings.
- 3.05 There shall be no Union activity on Employer's time or on Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 In accordance with Section 57(1) of the *BC Labour Relations Code*, during the term of this Agreement or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation either directly or through its bargaining unit members, agents, or Representatives.
- 4.02 In accordance with Section 57(2) of the *BC Labour Relations Code*, during the term of this Agreement or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict

or reduce the hours of work or deliberately send employees home when this is not warranted by the workload.

ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 5.01 The Union and the Employer will co-operate in maintaining a desirable and competent labour force. The Employer will give preference to Union members for employment, provided such applicants are qualified to meet the requirements of the job.
- 5.02 The Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired while there are available employees on layoff qualified to do the work.
- 5.03 New employees will be hired on a one (1) month probationary period and thereafter shall attain regular employment status. Their respective seniority shall be dated back to the date of the beginning of employment.
- 5.04 Probationary employees are covered by the Agreement excepting those provisions which specifically exclude such employees.
- 5.05 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a Steward or a Union officer or CLAC Representative in order to give such Steward or Union officer or CLAC Representative an opportunity to describe the Union's purpose and representation policy to such new employee.

ARTICLE 6 – CHECK-OFF

- 6.01 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members

of the Union.

- 6.02 The Employer is hereby authorized to, and shall deduct, each month, Union dues or a sum in lieu of Union dues from each employee's pay, in the amount of one and four tenths of one percent (1.4%) of earnings as a condition of employment. Deductions shall be made from all employees who work ten (10) days or more in the applicable month and during paid leaves. The Employer shall also deduct initiation fees as authorized by the employee.
- 6.03 The total amount checked off will be mailed to the Union's provincial office each month, within two (2) weeks after the check off is made, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each.
- 6.04 Employees who, because of religious or conscientious objections, cannot support the CLAC may apply to the Union, in writing, for permission to redirect their dues to a charitable organization of their choice. The Union will treat such requests in accordance with its stated policy and such permission shall not be unreasonably withheld.

ARTICLE 7 - WAGES AND RATES OF PAY

- 7.01 Wage schedules applicable to various job classifications are as set forth in Schedule "A" attached hereto and made part hereof.
- 7.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same shall be subject to negotiation between the Employer and the Union.
- 7.03 An employee reporting to work who, not having received

notice to the contrary, is prevented from starting work due to a cause not within his control, shall be entitled to a minimum of two (2) hours' pay. If an employee begins work he shall be entitled to a minimum of four (4) hours' pay except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer.

Employees who are recalled shall be paid a minimum of two (2) hours' pay if chargeable, otherwise a minimum of one (1) hour's pay, at the appropriate rate.

ARTICLE 8 - HOURS OF WORK, OVERTIME

- 8.01 The regular workweek for hourly rated employees shall consist of five (5) eight (8) hour days.
- 8.02 There shall be a lunch period of one (1) hour per day.
- 8.03 There shall be a fifteen (15) minute rest period, with pay, during each half of the shift.
- 8.04 Work performed in excess of eight (8) hours per day and forty (40) hours per week shall be paid at the rate of time and one-half (1½). Work performed in excess of eleven (11) hours per day or forty-eight (48) hours per week (excluding daily overtime) shall be paid at the rate of double (2) time.

ARTICLE 9 - VACATIONS

- 9.01 Employees will receive annual vacation, with pay calculated as a percentage of their gross annual earnings, upon completion of the following years of service:

after one (1) year's service -- two (2) weeks' vacation, with pay at four percent (4%);

after three (3) years' service -- three (3) weeks' vacation, with pay at six percent (6%);

after ten (10) years' service -- four (4) weeks' vacation, with pay at eight percent (8%);

after fifteen (15) years' service -- five (5) weeks' vacation, with pay at ten percent (10%).

9.02 The Employer shall post blank vacation schedules before January 1 each year. Employees shall enter first preference by March 1, with the requested vacation to be confirmed by the Employer no later than April 1. Employees shall specify the method of payment on this schedule.

The Employer will endeavour to grant vacations at the time requested in the vacation season or period, considering

business requirements. If a choice must be made between two or more requests for vacation at the same time, seniority shall apply.

ARTICLE 10 - HOLIDAYS

10.01 The Employer agrees to pay, at regular rates of eight (8) hours per day, for the following ten (10) holidays:

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

Any additional statutory holidays declared by either the Federal or Provincial Government shall be covered by the provisions of this Article.

- 10.02 Article 10.01 applies only to employees who have attained regular employment status and who have worked the regularly scheduled workday before and the regularly scheduled workday following the holiday unless their absence is due to illness, authorized leave of absence, or vacation with pay. In case of an employee's illness or injury, the Employer shall have the right to request a certificate from a qualified medical practitioner.
- 10.03 Part-time employees shall receive payment for statutory holidays proportionate to their actual time worked calculated on the basis of the four (4) calendar weeks preceding the holiday.
- 10.04 If an employee is required to work on one of the above mentioned holidays, he shall be paid at the rate of time and one-half (1½) in addition to a holiday, with pay, at the regular rate, at some other time.

ARTICLE 11 - SENIORITY, LAYOFFS, AND PROMOTIONS

- 11.01 Seniority of employees shall be recognized within their respective job classifications. New employees shall be placed on the seniority list at the end of one (1) month's probationary period and their respective seniority shall be dated back to the date of the beginning of employment.
- 11.02 The Employer shall maintain up-to-date seniority lists, the accuracy of which will be agreed on by the Union, in writing. A copy of such a list will be provided to the Union in order for

it to ascertain the seniority status of an employee within its jurisdiction.

11.03 Seniority rights shall cease for an employee who:

- a) voluntarily terminates his employment;
- b) is discharged, and such discharge be not reversed through the Grievance Procedure;
- c) fails to report on the first day following the expiration of a leave of absence, except by mutual agreement;
- d) is absent for more than two (2) consecutive working days without notification to the Employer and without reasonable explanation;
- e) is laid off for a continuous period of more than nine (9) consecutive months.

11.04 When the Employer deems it necessary to reduce the workforce he shall consult the Union on the need for layoffs. When, in the opinion of the Employer and the Union, a reduction of the workforce is inevitable, probationary employees shall be laid off first. If further reductions are necessary, the Employer and the Union shall jointly determine the order of layoff and in doing so they shall be guided by the following considerations:

- a) seniority;
- b) family circumstances of the employees;
- c) ability of the employees to perform the work.

The above considerations shall also guide the Employer and the

Union when employees on layoff are recalled.

- 11.05 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure, hereinafter set forth, within three (3) workdays after the layoff took place.
- 11.06 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within seven (7) workdays when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.
- 11.07 The Employer shall post for a minimum of three (3) workdays, in a conspicuous place, notice of all vacant positions, new positions, and promotions. Any employee of the Employer covered by this Agreement may apply for any such vacant or new position and the Employer shall fill such a position with the applicant employee who has the greatest seniority, provided that ability to perform the work is equal.

ARTICLE 12 - JURY DUTY

- 12.01 It is agreed that the Employer shall compensate employees for the difference between the wages and payment received while performing jury duty or while serving as a subpoenaed witness in a court action or coroner's inquest.

ARTICLE 13 - INSURANCE

- 13.01 In order to assist in protecting the employees and their families from the financial hazards of illness and accidents, the Employer agrees to contribute, on behalf of all full time eligible employees, the premium cost of the benefit plan, an outline of which is listed in Schedule "B".

- 13.02 For part-time employees who work less than four (4) full days, the Employer agrees to contribute fifty percent (50%), to a maximum of seventy dollars (\$70.00) per month, toward the premium cost of the benefit plan.
- 13.03 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans and to fill in the proper enrolment forms. Neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

ARTICLE 14 - LEAVES OF ABSENCE

- 14.01 The Employer may grant leaves of absence without pay and without loss of seniority rights for the following reasons for a maximum period of three (3) months:
- a) visiting out of the country;
 - b) marriage, sickness, death in the immediate family;
 - c) union activity.
- 14.02 The above shall not preclude extensions for personal illness where it is established in an application submitted prior to the expiration of the leave of absence that such request for extension is justified.
- 14.03 In the event of death in an employee's immediate family (parent, sister, brother, spouse, child, mother-in-law, father-in-

law, or grandparent), the employee shall be entitled to be absent from work three (3) days with pay to make arrangements for or to attend the funeral.

ARTICLE 15 - ACCIDENTS

- 15.01 When an employee meets with an accident, provided he has started his day, he shall be paid at the regular hourly rate for the remainder of his eight (8) hour day.

ARTICLE 16 - GRIEVANCE PROCEDURE

- 16.01 The parties to this Agreement recognize the Stewards, the Union officers, and the CLAC Representatives specified in Article 3, as the agents through which employees shall process their grievances and receive settlement thereof.
- 16.02 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than ten (10) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.
- 16.03 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 17, bypassing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward, a Union Officer, or a CLAC Representative, or in the case of an Employer's policy grievance, by the Employer or his representative.

16.04 A "Group Grievance" is defined as a single grievance signed by a Steward, a Union officer, or a CLAC Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.

16.05 Step 1 Any employee having a grievance will, accompanied by a Steward, a Union officer, or a CLAC Representative, submit the same to his immediate supervisor within ten (10) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the fifth (5th) workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

Step 2 If the grievance is not settled under Step 1, a Union Representative may, within five (5) workdays of the decision under Step 1 or within five (5) workdays of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within five (5) workdays following the said meeting.

ARTICLE 17 - ARBITRATION

17.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.

17.02 The party requiring arbitration must serve the other party with

written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.

- 17.03 If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 17.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 17.05 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either party may request the Minister of Labour to appoint a single Arbitrator.
- 17.06 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 17.07 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses to meet to appoint an Arbitrator, the party not in default may apply to the Ministry of Labour to appoint a single Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.
- 17.08 It is agreed that the single Arbitrator shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Articles 16 and 17 where it appears

that the default was owing to a reliance upon the words or conduct of the other party.

- 17.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated on the basis of mileage, hourly or trip rate times, normal trip miles, hours, or trips, as applicable, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 17.10 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which is, in the opinion of the Arbitrator, just and equitable.
- 17.11 The parties will equally bear the expense of the single Arbitrator.

ARTICLE 18 - DISCHARGE, SUSPENSION AND WARNING

- 18.01 If, after an appropriate number of verbal warnings, an employee's conduct or performance fails to improve, the Employer shall issue a written warning and a copy of this warning will be forwarded immediately to the provincial office of the CLAC.
- 18.02 An employee may be suspended or discharged only for proper cause by the Employer. Within five (5) workdays following the suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge.

Within five (5) workdays following the interview, the Union may submit the complaint to arbitration.

ARTICLE 19 - DURATION

19.01 This Agreement shall be effective on the first (1st) day of August, two thousand and two (2002) and shall remain in effect to and including the thirty-first (31st) day of July, two thousand and five (2005), and for further periods of one (1) year, unless notice in writing is given, by either party, of the desire to cancel, change, or amend any of the provisions contained herein, within four (4) months immediately preceding expiry of the Agreement. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

DATED at Cache Creek, British Columbia, this _____

day of _____, 2002

Signed on behalf of	Signed on behalf of
JIM AND JOE'S TRUCKING LTD.	TRANSPORT, CONSTRUCTION AND GENERAL
	EMPLOYEES' ASSOCIATION, LOCAL NO. 66

Authorized Representative

CLAC Representative

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY

Classification (per hour)/ Run (per trip)	Effective August 1, 2002	Effective August 1, 2003	Effective August 1, 2004
Vancouver to Cache Creek	145.00	150.00	155.00
Cache Creek to Prince George	145.00	150.00	155.00
Vancouver to Campbell River	145.00	150.00	155.00
Lillooet Paper	40.00	42.00	42.00
Merritt to Revelstoke*	*124.00	*127.00	*130.00
*Bonus for Sicamous	*7.00	*7.00	*7.00
Freight Driver			
Class 3 license	14.10	14.50	14.50
2 ton or less	12.00	12.25	12.50
Warehouseman	12.00	12.25	12.50

N.B. If new runs are acquired, the parties will meet to negotiate rates and method of payment.

GENERAL

1. Should any government legislation or regulation increase the rates or vary conditions as defined in this Agreement, such rates and conditions, where more favourable, shall automatically conform.
2. Drivers on paper delivery doing freight on return trip shall be paid the applicable hourly rate.
3. The parties shall equally bear the costs associated with the printing and publication of the collective agreement.
4. Learning Trips are paid at a half (1/2) trip rate.

SCHEDULE "B" - INSURANCE PLAN COVERAGE

(This schedule does not form part of the collective agreement.
It is for information only)

- * \$40,000.00 life insurance per employee;
- * \$40,000.00 A. D. & D. per employee;
- * long term disability insurance with 60% of earnings, maximum of \$2,000.00 per month, per employee, payable after one 120 days until age 65;
- * prescription drug plan for employee and family at 80%, up to \$2,000.00 per person annually and 100% thereafter;
- * dental plan at the latest fee schedule available;
 - Basic services: 80% up to \$1,500.00 per person annually
 - Comprehensive: 50% up to \$1,500.00 per person annually
 - Orthodontic: 50% up to \$2,000.00 lifetime maximum per child under 19;
- * extended health coverage for employee and family;
- * semi-private hospital coverage, with no deductible, for employee and family;
- * optical insurance for employee and family;
 - under 21: \$200.00 per year
 - over 21: \$200.00 every two years
- * weekly indemnity insurance with 60% of maximum insurable earnings or a maximum equivalent to EI. Weekly benefits, payable after the 1st day of accident and the 14th day of sickness, for a maximum of 119 days.

COLLECTIVE AGREEMENT

BETWEEN JIM AND JOE'S TRUCKING LTD.

**AND TRANSPORT, CONSTRUCTION, AND
GENERAL EMPLOYEES' ASSOCIATION
LOCAL NO. 66
affiliated with the
Christian Labour Association of Canada**

August 1, 2002 - July 31, 2005

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LETTER OF AGREEMENT

BETWEEN

**TRANSPORT, CONSTRUCTION, AND
GENERAL EMPLOYEES' ASSOCIATION,
LOCAL NO. 66**
affiliated with the
Christian Labour Association of Canada
(hereinafter referred to as "the Union")

AND

JIM AND JOE'S TRUCKING LTD.
(hereinafter referred to as "the Employer")

It is understood that the consolidation of The Vancouver Sun and Vancouver Province may result in the reorganisation of certain existing trips. In this regard, it is agreed that Dale Currie shall be entitled to assume (drive) a run currently performed by bargaining unit members.

The Employer agrees to notify the Union in advance, in writing, should it decide to exercise this option.

Signed and dated at _____ this _____ day of _____, 2002.

Signed on behalf of
**TRANSPORT, CONSTRUCTION
AND GENERAL EMPLOYEES'
ASSOCIATION, LOCAL NO. 66**

Signed on behalf of
**JIM AND JOE'S TRUCKING
LTD.**

CLAC Representative

Authorized Representative