

COLLECTIVE AGREEMENT

BETWEEN

D C T CHAMBERS TRUCKING LTD.

AND

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

April 1, 2003 - March 31, 2004

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COLLECTIVE AGREEMENT

BETWEEN:

D C T CHAMBERS TRUCKING 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")

April 1, 2003 - March 31, 2004

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 the promotion, 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 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 February 5, 1980, that is, all employees in British Columbia except office staff.
- 2.03 Except in cases of emergency or for training and instructional purposes, 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.
- 2.04 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 subcontracting of any work normally done by any employee in the bargaining unit, except by mutual agreement in writing of the parties. 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;
 - 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 19.

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, including the processing of grievances.
 - b) CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to 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 rate while attending to such matters.

- 3.04 The Union has the right to appoint members to a Negotiating Committee. One (1) employee on the Committee shall be paid by the Employer at the regular hourly rate for all time spent on negotiating a Collective Agreement with the Employer whenever this takes place during the regular working hours of the employee concerned.
- 3.05 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.
- 3.06 There shall be no Union activity on Employer's time or premises except as provided for in Article 3.03, unless otherwise authorized by management.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 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 through its members.
- 4.02 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 men home when this is not warranted by the workload.

ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 5.01 The Union and the Employer will cooperate 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 Employee-driven trips will not be infringed upon by dependent contractors or owner/operator trips. It is further agreed that dependent contractors, owner/operators, and part-time employees shall not deprive regular employees of their normal working hours nor unfavourably influence the workload of regular employees. However, nothing in this Article shall be interpreted as preventing the Employer from continuing to engage the services of dependent contractors or owner/operators in the same ratio to employees as exists at the date of signing of the original Agreement, April 1, 1980 (15-1).
- 5.03 The Employer has the right to hire new employees as needed, provided that no new employee will be hired while there are available employees on layoff qualified to do the work. Laid off employees shall remain eligible for recall for a maximum period of twelve (12) months.
- 5.04 a) New employees will be hired on a three- (3) month worked probationary period, and thereafter shall attain regular employment status, provided such service is satisfactory to the Employer. Their respective seniority shall be dated back to the date of the beginning of employment.
- b) Spare drivers who fill in for bargaining unit employees off for vacation, illness, or other leave shall not achieve seniority until a vacancy is declared and posted in the bargaining unit. Employees will achieve seniority upon successful bidding of the posted vacancy and having completed the probationary period as per Article 5.04(a).
- 5.05 Probationary employees are covered by the Agreement, except those provisions which specifically exclude such employees.
- 5.06 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 CLAC Representative in order to give such Steward or CLAC Representative an opportunity to describe the Union's purpose and representation policies.

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 shall, as a condition of employment and at the start of employment, have each employee sign a form authorizing the Employer to deduct, each month, an amount equal to Union dues from the employee's pay.
- 6.03 The Employer agrees to check off from each employee the amount equal to the Union dues, once monthly, in accordance with the form prescribed in Schedule "A". The total amount checked off will be turned over to the Union treasurer each month, within a week 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 object to paying dues to CLAC because they are committed to another trade union, may apply to the Union in writing explaining their objection and requesting that their dues be forwarded to the trade union of their choice, provided such trade union is operating as a certified bargaining agent under federal or provincial legislation.
- 6.05 Employees who, because of conscientious objections, cannot support the CLAC or any other trade union, may apply to the Union in writing explaining their objection and requesting that

their dues be forwarded to a registered Canadian charitable organization. This organization will be selected by mutual agreement between the employee and the Union.

ARTICLE 7 - WAGES AND RATES OF PAY

- 7.01 Wage schedules applicable to various job classifications are as set forth on Schedule "B" 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, who reports for work in the usual manner, who 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.
- 7.04 Employees shall be paid for all driving according to the agreed-upon mileage, trip, or hourly rate, as applicable. In cases in which a trip rate has been established, the first one-half (1/2) hour worked beyond the time agreed as the normal trip time, shall be unpaid. Time beyond that, to a maximum of eleven and three tenths (11.3) hours, shall be paid at straight time rates.
- 7.05 a) For trips originating in Lumby or Vernon and within a one hundred (100) mile radius of that origin, payment is to be made on the basis of a trip rate, based on the mutually-agreed average hours taken per fixed trip, with one-half (1/2) hour unpaid time in cases in which such greater time is required. If still more time is required, straight time rates will apply to a maximum of eleven and three tenths (11.3) hours, after which overtime rates will apply.
- b) For trips originating in Lumby or Vernon and extending beyond one hundred (100) miles from that origin, payment is

to be made at the applicable mileage rates. Any time worked in excess of one-half (1/2) hour loading and one-half (1/2) hour unloading shall be paid at time and one-half (1 1/2) if the total hours of driving, loading, and unloading exceeds eleven and three tenths (11.3) hours. Any time beyond the total time taken for driving, one-half (1/2) hour loading, and one-half (1/2) hour unloading, but less than eleven and three tenths (11.3) hours, shall be paid at straight time hourly rates. All time worked after eleven and three tenths (11.3) hours in such cases shall be paid at one and one-half (1 1/2) times the hourly rate.

The one-half (1/2) hour "unpaid" time referred to in clause 7.05(a) and (b) shall be paid time if the employee is engaged in servicing or repairing his equipment during this time.

- c) For trips originating outside of Lumby or Vernon, a trip rate shall be mutually agreed upon each time such a trip becomes available. In such cases the Employer agrees to pay agreed transportation costs at least once per week back and forth between Lumby or Vernon and the base of operations established for that run. The Employer also agrees to provide payment for acceptable living accommodations for each employee involved.
- d) If an employee must stay out of town overnight due to problems with his truck, waiting for a load, or for any other reason, payment from the original trip is to be stopped whenever the employee quits working. Thereafter, payment is to be made at the regular hourly rate for the first eight (8) hours of each twenty-four (24) hour period, the first of which begins twelve (12) hours after the employee quits working. The Employer shall also cover all meal and accommodation expenses.

7.06 If a payday shall fall on a Saturday, Sunday, or statutory holiday, the payday shall be the preceding workday prior to the holiday or weekend day.

ARTICLE 8 - HOURS OF WORK, OVERTIME, AND SUNDAY LABOUR

- 8.01 The regular workweek for hourly rated truck drivers shall consist of five (5) eight- (8) hour days, Monday to Friday inclusive.
- 8.02 Hourly rated drivers may, by mutual agreement with the Employer, complete their forty (40) hour workweek Saturday before noon at regular hourly rates of pay.
- 8.03 Hourly rated drivers shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for all work performed in excess of eight (8) hours per day and forty (40) hours per week. Work performed in excess of eleven (11) hours per day shall be paid at the rate of two (2) times the regular hourly rate. Work performed after noon Saturday shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate irrespective of weekly hours.
- 8.04 For drivers paid according to a trip rate, the Employer shall pay for all time spent waiting to load or unload, waiting for equipment to be repaired, or using a mode of transportation other than one's assigned vehicle, in excess of twelve (12) hours in a day at the rate of one and one-half (1 1/2) times the classified hourly rate.
- 8.05 There shall be a fifteen- (15) minute rest period during each half of the shift.
- 8.06 There shall be a lunch period of one-half (1/2) hour after the first four (4) hours of the shift.
- 8.07 The parties agree to observe Sunday as a day of rest and to limit Sunday work as much as possible. No employee shall be discriminated against or compelled to work Sunday, or a day in lieu thereof, only because the employee's religious convictions prevent him from working.

ARTICLE 9 - VACATIONS

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

- 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 nine (9) 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%);
- after twenty (20) years' service -- six (6) weeks' vacation, with pay at twelve percent (12%).

9.02 Employees entitled to three (3) or four (4) weeks' vacation as per Article 9.01 shall take no more than two (2) weeks during July and August. Additional weeks may be taken at such time as is mutually agreed upon by the employee and the Employer.

9.03 The Employer will post vacation schedules before February 1 each year. Employees shall enter their first preference by April 1, with the requested vacations to be confirmed by the Employer no later than May 1 in each year.

9.04 The Employer will endeavour to grant vacations at the times 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 ten and eight tenths (10.8) hours per day for the following ten (10) holidays:

New Year's	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 scheduled workday before and the scheduled workday following the holiday, provided either is within fifteen (15) days of the holiday in question, 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 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 (1 1/2) in addition to a holiday with pay at the regular rate, at some time prior to the next holiday.
- 10.04 If one of the above named statutory holidays falls on a regularly scheduled day off, the following regularly scheduled work day shall be observed as the statutory holiday, unless an alternate day is mutually agreed upon between the Employer and the Union. Any alternative day as provided for here must be agreed upon at least fifteen (15) days in advance of the statutory holiday.
- 10.05 In the event of a statutory holiday falling on a Tuesday, Wednesday, or Thursday, and where the Employer and the Union mutually agree, the said holiday may be observed the preceding Monday or following Friday.

10.06 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.

ARTICLE 11 - SENIORITY, LAYOFF, 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 three (3) months worked 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) is absent for more than three (3) consecutive working days without notification to the Employer or without a reasonable explanation;
- d) is laid off for a continuous period or more than twelve (12) consecutive months;
- e) is absent due to a non-work related sickness or injury for a continuous period of more than eighteen (18) months.

11.04 When the Employer deems it necessary to reduce the work force, he shall consult the Union on the need for lay offs. When, in the opinion of the Employer and the Union, a reduction of the work

force is inevitable, probationary employees, dependent contractors, and owner/operators shall be laid off first. If further reductions are necessary, the Employer and the Union shall jointly determine the order of lay off and in doing so they shall be guided by the following considerations:

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

The above considerations shall also guide the Employer and the Union when employees on lay off are recalled.

- 11.05 The Employer shall give two (2) weeks' notice of lay off to affected employees. Similarly, employees wishing to terminate their employment shall give two (2) weeks' notice to allow the Employer to hire an adequate replacement. Notice, as required by this Article, may be varied if the parties mutually agree or if emergencies arise.
- 11.06 Any appeal in regard to a lay off must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after the lay off took place.
- 11.07 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.
- 11.08 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 such vacant or new position. Provided the employee is capable and is given the opportunity to demonstrate his ability, seniority shall prevail in the appointment to new jobs or vacancies, including newly scheduled trips. Preferred starting time on established shifts or trips shall be assigned to senior employees.

11.09 In the event that the Employer purchases additional trucks, such newly acquired equipment shall be assigned to the most senior driver. However, if a driver's vehicle is replaced or traded, the Employer will assign the new equipment to that driver and seniority shall not be a factor.

ARTICLE 12 - JURY DUTY

12.01 It is agreed that the Employer shall compensate employees for the difference between their 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 or accidents, the Employer agrees to contribute on behalf of all eligible employees, seventy-five percent (75%) of the premium cost of the following:

- a) Medical Services Plan of B.C.;
- b) extended health benefits plan;
- c) group life insurance of approximately one (1) times annual earnings, and three hundred fifty dollars (\$350.00) weekly indemnity (1-3-52);
- d) dental plan (100% Class I; 50% Class II services);
- e) long term disability plan, 2/3 of wages to a maximum of two thousand dollars (\$2,000.00) per month until age 65.

13.02 The employee's twenty-five percent (25%) contribution to the premium cost of the insurance plans is to be allocated firstly to cover one hundred percent (100%) of the cost of providing long term disability.

- 13.03 The employee's contribution toward the insurance plans shall be deducted from each employee's pay. The total premiums for all insurance plans shall be remitted by the Employer.
- 13.04 The Employer agrees to pay his share of insurance premiums to provide uninterrupted coverage for the following maximum periods:
- a) in case of lay off -- two (2) months' coverage in addition to the month in which the layoff took place;
 - b) in case of non-job related sickness or injury -- three (3) months beyond the month in which the sickness or injury commenced;
 - c) in case of job-related injury or illness – until the employee returns to work or terminates his employment.
 - d) Dental and extended health premiums will continue to be paid for a maximum period of one (1) year after the employee is placed on long term disability.
- 13.05 The Employer agrees to contribute an amount equal to seven percent (7%) of each employee's gross income to a group Registered Retirement Savings Plan chosen by the employees. This contribution will be made each month.

ARTICLE 14 - LEAVES OF ABSENCE

- 14.01 The Employer shall 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) marriage;
 - b) sickness in the immediate family;

- c) death in the immediate family;
- d) union activity.

The Employer may grant leaves of absence, without pay and without loss of seniority rights, if an employee should wish to visit out of the country.

- 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 (parents, sisters, brothers, spouse, children, mother-in-law, and father-in-law), the employee shall be entitled to be absent from work three (3) days, with pay, if these are working days.

ARTICLE 15 - ACCIDENTS

- 15.01 When an employee meets with an accident for which he is not responsible, provided he has started his shift, he shall be paid at the regular hourly rate for the remainder of his normally scheduled shift.

ARTICLE 16 - SAFETY CONDITIONS AND EQUIPMENT REPAIRS

- 16.01 The parties agree to maintain the highest standard of safety, health, sanitation, and working conditions throughout the Employer's operation.
- 16.02 The employees shall appoint a safety captain from among themselves, whose duties it shall be to foster a safety-oriented attitude among the employees and to report to the Employer any safety matters which he notices or which are brought to his attention.

- 16.03 The Employer shall supply forms on which employees can note, at the end of each shift or trip, both safety defects and other data relating to the functioning of such equipment. Such forms shall provide for a statement of the problem or condition which requires action, as well as for the comments and signature of the service man who performs the work.
- 16.04 The Employer is responsible to direct the repairs as necessary to conform with the safe and efficient operation of the equipment. No employee shall be required to use equipment that he considers unsafe. However, the employees agree that, in matters not affecting the safety of the equipment, the Employer has the sole discretion regarding the use of such equipment.

ARTICLE 17 - TWO-WAY RADIO COMMUNICATIONS

- 17.01 There shall be no disciplinary discussions between the Employer and the employee over the two-way radio system. The Union in no way wishes to diminish the usefulness of the radio for the Employer in conveying information and instructions or in asking employees from refraining from doing a certain action. However, if an employee is to be reprimanded as the result of an action, such discipline shall be conducted during a personal discussion directly between the Employer and the employee concerned.

ARTICLE 18 - UNION-MANAGEMENT COMMITTEE

- 18.01 a) The Employer and the Union agree to schedule a Union-Management meeting every three (3) months, or as required, during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The area for discussion shall include but not be limited to:

- i) hiring policies;
 - ii) discipline and discharge policies;
 - iii) training and promotion;
 - iv) safety measures;
 - v) matters that affect the working conditions of the employees.
- b) The Employer and the Union shall each appoint two (2) representatives to the Union-Management Committee. The minutes shall record the business of each meeting and a copy shall be mailed to the Union's provincial office.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.01 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.
- 19.02 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.
- 19.03 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 20, by-passing Steps 1 and 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.

19.04 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.

19.05 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 is a mandatory time limit. 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.

19.06 Due to distances, the time limits beyond Step 1 shall remain flexible in order to deal fairly with the grievance.

ARTICLE 20 - ARBITRATION

20.01 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.

20.02 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.

- 20.03 If a notice of desire to arbitrate is served, the 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.
- 20.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 20.05 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.
- 20.06 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 20.07 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.
- 20.08 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 Minister of Labour to appoint a single Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.
- 20.09 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 19 and 20 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 20.10 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.

- 20.11 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.
- 20.12 The parties will equally bear the expense of the single Arbitrator.
- 20.13 An Arbitrator dealing with a matter other than discipline shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 21 - DISCHARGE, SUSPENSION, AND WARNING

- 21.01 When the conduct or performance of an employee calls for a reprimand of record by the Employer, such a reprimand shall be in writing, with a copy of the reprimand forwarded immediately by the Employer to a Steward, and to the office of the CLAC. Prior to issuing such a reprimand, the Employer shall interview the employee in the presence of a Steward or Union Representative.
- 21.02 An employee may be suspended or discharged 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. This provision excludes probationary employees.

21.03 Letters of discipline shall be removed from an employee's file and record twelve (12) months from the date of issue if there is no re-occurrence of a similar offence. Employees may, during regular office hours, have access to their own file as kept by the Employer.

ARTICLE 22 - DURATION

22.01 This Agreement shall be effective on the first (1st) day of April, two thousand three (2003) and shall remain in effect to and including the thirty-first (31st) day of March, two thousand four (2004) 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 the date of expiry of the Agreement. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

22.02 Notwithstanding Article 22.01, the parties agree that all provisions of the expired Collective Agreement will remain in full force until mediation procedures have been exhausted.

DATED at Vernon, British Columbia, this _____ day of _____, 2003.

**Signed on behalf of
D C T CHAMBERS
TRUCKING LTD.**

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

Authorized Representatives

Authorized Representatives

SCHEDULE 'A'

AUTHORIZATION FOR THE DEDUCTION OF DUES

I hereby authorize and request the Employer to deduct from my earnings, each calendar month, Union dues in the amount of two (2) times my hourly wage rounded off to the nearest twenty-five cents (\$0.25), or an amount set by the National Convention of CLAC, or to deduct an amount equivalent to Union dues, and to remit this amount to the Treasurer of Transport, Construction, and General Employees' Association, Local No. 66, affiliated with the Christian Labour Association of Canada.

I further agree that the Employer shall be saved harmless for all deductions and payments so made.

Signature

Print Name

Witness

Address

Date

Telephone Number

Since I wish to become a member, I also authorize and request the Employer to deduct an initiation fee in the amount of twenty-five dollars (\$25.00) together with the first dues deduction.

Signature

SCHEDULE 'B'

CLASSIFICATIONS AND RATES OF PAY

<u>Classification</u>	Minimum hourly rate effective April 1, 2003	Minimum trip rate Kamloops/Lumby run effective April 1, 2003
Semi-trailer driver	18.30	87.93
B-train driver	20.54	110.92
Super train driver	21.21	114.51

Spare drivers shall be paid at the rate of eighteen dollars and eighty-seven cents (\$18.87) per hour when filling in for absent bargaining unit employees.

WASTE WOOD DIVISION

Drivers in the Waste Wood Division shall be paid the B-train rate. Overtime shall be as per the *Employment Standards Act*.

There shall be one seniority list but bumping will only be allowed in order to avoid a long term layoff of three (3) months or more during spring break-up. The Employer shall make every effort to keep laid off employees employed in other areas during such layoffs.

CHIPPER OPERATION

Minimum hourly rate effective
July 1, 2003

Chipper Operator

Vancouver Island	26.53
Interior	24.03

Barker Operator

Vancouver Island	26.53
Interior	24.03

Clean-up Helper 15.39

Log Loader

Minimum hourly rate effective
March 1, 2003
\$20.54

General

1. Regularly scheduled hauls are to be paid on a trip basis calculated at twenty-five percent (25%) of gross for semi-trailer, and twenty-two percent (22%) of gross for B-train drivers, not to be less than the hourly rate.
2. Unscheduled and occasional hauls shall be paid the following mileage rates:

<u>Classification</u>	<u>Effective April 1, 2003</u>
Semi-trailer (5 axle)	48.8
B-train (7 axle)	52.3

3. On out-of-town trips where the driver must stay away from home overnight, the driver shall be paid twenty-five dollars (\$25.00) per day in addition to this regular wage.

4. Education and Training Fund

The Employer agrees to pay three dollars (\$3.00) per month per employee to the Union Education and Training Fund. This fund is used to train and educate union members in developing a positive labour relations model.