

COLLECTIVE AGREEMENT

BETWEEN

FOUR CORNERS FORWARDING INC.

AND

**TRANSPORT, CONSTRUCTION, AND
GENERAL EMPLOYEES' ASSOCIATION,
LOCAL NO. 66,
affiliated with the
CHRISTIAN LABOUR ASSOCIATION
OF CANADA**

April 1, 2005 – March 31, 2008

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COLLECTIVE AGREEMENT

BETWEEN:

FOUR CORNERS FORWARDNG INC.
(hereinafter referred to as the “Employer”)

AND

**TRANSPORT, CONSTRUCTION, AND
GENERAL EMPLOYEES’ ASSOCIATION,
LOCAL NO. 66**
affiliated with the
**Christian Labour Association of Canada,
Local No. 66**
(hereinafter referred to as the “Union”)

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, to:
- a) recognize mutually the respective rights, responsibilities, and functions of the parties hereto, and to stimulate consultation and co-operation;
 - b) provide and develop working conditions and methods which enable employees to gain satisfaction from their work;
 - c) provide an adequate income for all participants and maintain a proper return on investment to ensure the continued viability of the enterprise;
 - d) provide needed services and beneficial products of high quality;

- e) establish an equitable procedure for the employees' promotion, transfer, layoff, and recall, and the just and prompt settlement of grievances; and
- f) 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 wellbeing.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the bargaining agent of all employees in the bargaining unit as defined in Article 2.02, and/or as classified in Schedule “A” attached hereto and made part hereof.
- 2.02 This Agreement covers all employees of the Employer and/or as classified in Schedule “A”, that is, all employees, including dependent contractors (owner/operators), in British Columbia, except office staff, supervisors, and dispatchers.
- 2.03 Non-bargaining unit employees shall not do the work normally performed by members of the bargaining unit if such will cause layoff, reduction of normal hours, or demotion of members of the bargaining unit. Exceptions may be made for emergency conditions or for the purpose of training or instruction.
- 2.04 The omission of specific mention in this Agreement of recognized rights and privileges which have been or may be established by the Employer shall not be construed to deprive the employees or the Union of such rights and privileges.
- 2.05 There shall be no revision, amendment, or alternation of the bargaining unit as defined herein unless ordered by the Labour

Relations Board, or by the mutual written agreement 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 written agreement of the parties.

- 2.06 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.
- 2.07 The Union acknowledges that it is the function of the Employer to:
- a) manage the enterprise, including the scheduling of work and the control of materials, provided management exercises its rights in a manner that is fair, reasonable and consistent with the purpose and terms of this Agreement;
 - b) 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, are reviewed by the Union-Management Committee prior to their introduction, and are administered in a fair and reasonable manner;
 - c) 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 of unfair treatment by any employee will be subject to the Grievance Procedure.
- 2.08 Subject to Article 2.09, the Employer may contract out work where he:

- a) does not possess the necessary facilities or equipment;
- b) does not have and/or cannot acquire the required manpower;
- c) cannot provide the specified quality or is unable to meet projected time limits.

2.09 The Employer shall not subcontract any bargaining unit work covered by this Agreement if employees qualified to do the work are on layoff; if employees qualified to do the work must be laid off, transferred, demoted, or discharged as the result of the subcontracting out of work; or if other members of the Union qualified to do the work are available.

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. 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 and renewals of this Agreement, and enforcing the employees' collective bargaining rights as well as 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 will not absent themselves from their work to deal with grievances without first obtaining permission from the Employer.

Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters.

- 3.04 The Union has the right to appoint the members of a Negotiating Committee. Employees on the Committee shall be paid by the Employer at their regular hourly rates for all time spent on negotiating a collective agreement with the Employer whenever this takes place during the regular working hours of the employees 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 the Employer's time except that which is approved by the Employer or necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 3.07 CLAC Representatives shall have the right to visit at the location where CLAC members are employed.
- 3.08 The Employer shall provide bulletin boards for the use of the Union at appropriate locations on which notices may be posted relating to matters of interest to the Union and the employees.

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 co-operate in maintaining a desirable and competent labour force. The Employer will give preference in hiring to members of the Union, provided such applicants are qualified to meet the requirements of the work to be done.
- 5.02 Prior to initiating any hiring in the classifications covered by this Agreement, or in new classifications being created in the bargaining unit, the Employer shall first contact the Union's office to inform the Union of the vacancies and to ascertain if the Union has members out-of-work who are qualified to fill such vacancies.
- 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 who are qualified to do the work.
- 5.04 New employees will be hired on a two- (2) month probationary period and thereafter shall attain regular employment status. Their seniority shall be dated back to the date of their most recent hiring. The Employer shall notify the Union in writing of the name, address and classification of any new employee at the time such employee commences employment.

- 5.05 Probationary employees are covered by this Agreement excepting those provisions which specifically exclude such employees. The Employer may terminate the employment of a probationary employee provided that such termination is not arbitrary, discriminatory, or in bad faith, and provided that the employee has been properly notified of reasonable standards expected to be met.
- 5.06 Neither the Employer nor the Union will compel employees to join the Union or discriminate against an employee because of Union membership or lack of it. The Employer agrees to inform new employees of the fact that a collective agreement is in effect and to introduce new employees to a Union Representative in order to provide an opportunity to acquaint such new employees with the Union's representation policies.

ARTICLE 6 – CHECK OFF

- 6.01 The Employer is authorized to and shall deduct monthly Union dues, or a sum in lieu of Union dues, as a condition of employment, from each employee's pay. For company drivers the amount deducted shall be one and four tenths percent (1.4%) of earnings; for owner/operators the amount shall be twenty-five dollars (\$25.00) per month. Deductions shall be made effective the first of the month following date of hire from all employees who work six (6) days or more in the applicable period and during paid leaves. The Employer shall also deduct initiation fees as authorized by an employee.
- 6.02 The total amount checked off will be mailed to the Union's regional office within two (2) weeks of the end of each month, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each.

- 6.03 Employees who object to paying dues to the Christian Labour Association of Canada 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. Where the Union is satisfied that the employee's objections are valid, the Union will, at the end of the calendar year, forward all such subsequently deducted monies to the Union of the employee's choice.
- 6.04 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. Where the Union is satisfied that the employee has valid conscientious objections, the Union will forward, at the end of the calendar year, all subsequently deducted monies to the agreed upon charitable organization.

ARTICLE 7 – WAGES, RATES OF PAY, AND DISPATCH PROCEDURE

- 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 and rates may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and shall be subject to negotiation between the Employer and the Union. Failure to reach agreement shall be subject to the Grievance Procedure.

- 7.03 An employee reporting to work in the usual manner, who is prevented from starting work due to a cause not within his control, shall be entitled to two (2) hours' reporting pay. If the employee is recalled at any time prior to his next regularly scheduled shift, he will be entitled to the foregoing reporting pay in addition to any hours worked. If an employee begins work he shall be entitled to a minimum of four (4) hours' work or pay in lieu thereof.
- 7.04 Employees shall be paid for all driving according to the agreed mileage, trip, percentage, or hourly rate as applicable. In addition, for all "on duty" hours spent en route, waiting to load or unload where such time is charged to the customer, waiting for equipment to be repaired, waiting for roads to be cleared and travelling using a mode of transportation other than the Employer's equipment, an employee shall receive the regular hourly rate of pay for the first eight (8) hours in each twenty-four (24) hour period.

"On duty" means the driver is required to remain with his vehicle or is otherwise actively engaged in the Employer's service.

In the event a driver is required to lay over at some point away from his home terminal, all "off duty" hours will be paid at regular rates for a full eight (8) hours in each twenty-four (24) hour period, less hours worked. When the employee ceases waiting he shall revert to his normal method of being paid.

- 7.05 Company drivers and owner/operators who are paid on the basis of a percentage of the gross revenue, shall receive with their pay cheque a pay sheet summary indicating total gross revenue plus a breakdown showing tarping charges, waiting time, exchange rate for U.S. funds, and the percentage payable to the driver for each load. Copies of invoices verifying the above charges will be available to each driver for viewing, on request.

- 7.06 In the event that the Employer purchases additional trucks, such newly acquired equipment shall be assigned to the most senior driver who is qualified to perform the intended work. 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.
- 7.07 Employees shall be dispatched in accordance with rules agreed upon by the Employer and the Union. The parties shall be guided by the principle that available working hours are to be shared among all employees in an equitable manner.

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

- 8.01 The regular work week for truck drivers shall be forty (40) hours.
- 8.02 Hourly rated drivers may complete their forty- (40) hour work week Saturday at regular hourly rates of pay.
- 8.03
- a) Hourly rated drivers shall be paid at the rate of one and one-half (1½) 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 all day Sunday shall be paid at the rate of one and one-half (1½) times the regular hourly rate, irrespective of weekly hours.
 - b) Overtime work shall be voluntary and this implies the employees' right to refuse time in excess of normal hours.
 - c) Every employee shall have at least an eight (8) hour break after a full shift before being called out for another trip.

- d) Overtime premiums shall not apply to the servicing of “in house” accounts. These are Fleetwells Forwarding and Cascadia Container Line.
- 8.04 There shall be a fifteen (15) minute rest period, with pay, during each half of the shift, and before overtime is worked, assuming overtime will be longer than one (1) hour.
- 8.05 There shall be an unpaid lunch period of one-half (½) hour after the first four (4) hours of the shift.
- 8.06 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 on Sunday or on a day in lieu thereof only because the employee’s religious convictions prevent him from working.
- 8.07 Assuming they have the proper classifications, senior full-time employees shall be given the opportunity to complete their forty (40) hour workweek before any other employee is entitled to claim the right to work in excess of forty (40) hours in any given workweek.

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 five (5) years’ service—three (3) weeks’ vacation with pay at six percent (6%).

- 9.02 Employees shall take no more than two (2) weeks' vacation during July and August. Additional weeks may be taken at such time as mutually agreed upon by the employee and the Employer.
- 9.03 The following shall be considered as days actually worked for determining vacations for an employee after one (1) continuous year of employment:
- a) absence on Workers' Compensation up to a period of two (2) years, provided the employee returns to his employment;
 - b) absence due to illness up to a period of one (1) year, provided the employee returns to his employment. The Employer shall have the right to require a certificate from a qualified medical practitioner.
 - c) any other absence with pay duly approved by the Employer in writing.
- 9.04 In the event of a public holiday falling during the employee's annual vacation with pay, such employee shall be entitled to be off, with pay, the day he would normally have returned to work.
- 9.05 Vacation requests shall be submitted to the Employer for approval at least thirty (30) days before the intended leave. The Employer shall confirm whether the request is granted within fifteen (15) days of receipt of the request.
- 9.06 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, the seniority principle shall apply.

ARTICLE 10 – HOLIDAYS

10.01 The Employer agrees to observe and pay at the regular hourly rates for 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 last regularly scheduled workday immediately preceding and the first regularly scheduled workday immediately following the holiday provided that the qualifying days are within fifteen (15) calendar days of the holiday in question. If an employee is absent on either of the qualifying days with the permission of the Employer, the holiday shall be paid. Employees who are paid for the above holidays through weekly indemnity insurance or WCB payments shall not be entitled to statutory holiday pay under these provisions.

10.03 If one of the above-named statutory holidays falls on an employee's regularly scheduled day off, the following regularly scheduled workday shall be observed as the statutory holiday, unless an alternate day is mutually agreed upon between the Employer and the Union. Any alternate day as provided for here must be agreed upon at least fifteen (15) days in advance of the statutory holiday.

- 10.04 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.
- 10.05 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, LAYOFFS, AND PROMOTIONS

- 11.01 Seniority is defined as length of service in the bargaining unit and shall be applied on a bargaining unit-wide basis. New employees shall be placed on the seniority list at the end of their probationary period and their respective seniority shall be dated back to the date of beginning of employment. Seniority shall be applied in determining preference for job postings, promotions, shifts and preferred hours, transfers, demotions, layoffs, recall, vacation, and as set out in other provisions of this Agreement.
- 11.02 The Employer shall maintain up-to-date seniority lists. 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 the discharge is not reversed through the Grievance Procedure;
 - c) is laid off for a continuous period of more than twelve (12) consecutive months;

- d) is off due to non-job related injury or illness for a continuous period of more than eighteen (18) consecutive months, or job-related injury or illness for a continuous period of more than twenty-four (24) 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 a reduction of the workforce is inevitable, probationary employees shall be laid off first. If further reductions are necessary, the Employer and Union shall jointly determine the order of layoff and in doing so they shall be guided by the following considerations:

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

Laid off employees shall be recalled in the inverse order in which they were laid off, unless the parties agree otherwise.

11.05 The Employer shall give two (2) weeks' notice of layoff or termination to all drivers who have attained seniority status. Similarly, drivers wishing to terminate their employment shall give two (2) weeks' notice to allow the Employer to hire adequate replacement. Notice as required by this Article may be varied by agreement or if emergencies arise.

11.06 Upon dismissal, except where terminated for cause, employees with five (5) or more years of service are entitled to severance pay of two (2) days' pay for each year of service, to a maximum of forty (40) days' pay.

11.07 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.

- 11.08 Any driver 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.
- 11.09 The Employer shall post in a conspicuous place, for a minimum of three (5) workdays, 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. Seniority shall prevail in the award of new jobs, newly established trips, or filling of vacancies provided the employee demonstrates ability to do the work. Preferred shifts or trips shall be assigned to senior employees, provided it does not interfere with the quality of service provided to the Employer's customers.

ARTICLE 12 – JURY DUTY

- 12.01 It is agreed that the Employer shall compensate employees for the difference between the hourly rate stipulated in Schedule "A" 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 eligible employees
- a) fifty percent (50%) of the premium cost of the Health & Welfare Plan, administered by the CLAC Health & Welfare Trust Fund. An outline of the Plan is listed in Schedule "B".
 - b) fifty percent (50%) of the premium costs for Medical Services Plan of BC.

- 13.02 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.
- 13.03 The Employer agrees to continue to pay premiums and maintain insurance coverage herein provided as follows:
- a) in the event of a layoff, to the end of the month following the month the employee is laid off;
 - b) in the event of any sickness or accident, to the end of the sixth (6th) month following the month first incapacitated.
- 13.04 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 that 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.
- 13.05 In the event an employee is not eligible, for medical reasons, to be enrolled in a plan, the Employer shall pay him the equivalent of the monthly premiums.

ARTICLE 14 – LEAVES OF ABSENCE

- 14.01 a) The Employer shall grant leaves of absence, without pay and without loss of seniority rights, for a maximum period of one (1) month in the event of marriage, sickness or death in the immediate family, and childbirth.
- b) Additional leaves may be granted by the Employer at its discretion, without pay and without loss of seniority rights.

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, calculated at regular hourly rates times eight (8) hours.

ARTICLE 15 – ACCIDENTS

15.01 In the event an employee meets with a compensable time-loss accident on the job, the Employer shall pay the employee his normal earnings for the entire shift, regardless of actual hours worked. The benefit herein provided will be reduced by the amount payable under any group insurance or compensation scheme.

ARTICLE 16 – EMPLOYER RESPONSIBILITY FOR COMPLIANCE WITH LEGISLATION

16.01 a) If an employee is charged with an infraction of any legislation or bylaw enacted by any level of government and that infraction occurs as a result of non-compliance of such regulations by the Employer, the Employer shall reimburse the employee the full amount of any fines levied in connection with the infraction. The employee shall do all within his power to ensure that his load is in compliance with regulations. If the Employer orders the driver to proceed, the Employer shall assume responsibility for any infraction incurred if a load or vehicle proves to be in violation of any regulations about which the employee has questioned the Employer.

- b) If an employee is being charged with non-compliance and it is established that it is the result of negligence or lack of competence on the part of the employee, the employee will be responsible for the cost of the fines incurred.

ARTICLE 17 – SAFETY CONDITIONS AND EQUIPMENT REPAIR

- 17.01 The parties agree to maintain the highest standard of safety, health, sanitation, and working conditions throughout the Employer's operation.
- 17.02 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.
- 17.03 The Employer shall supply duplicate 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 the equipment. Such forms shall provide a statement of the problem or condition which requires action, as well as for the comments and signature of the serviceman who performs the work.
- 17.04 The Employer is responsible to direct the repairs as necessary to conform to the safe and efficient operation of the equipment. No employee shall be required to use equipment that he considers unsafe.

ARTICLE 18 – TWO-WAY RADIO COMMUNICATIONS

- 18.01 There shall be no disciplinary discussion 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 and the

Employer may convey information, instructions, or request employees to refrain from certain actions. 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.

18.02 There shall be no abuse directed toward the Employer or his representatives by the employees on the radio.

ARTICLE 19 – UNION-MANAGEMENT COMMITTEE

- 19.01 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 areas 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.
- c) 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 20 – GRIEVANCE PROCEDURE

20.01 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.

- 20.02 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 five (5) 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.
- 20.03 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 21, by-passing 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.
- 20.04 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 grievers shall be listed on the grievance form.
- 20.05 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 five (5) 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 griever and the Union Representative of his decision of 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 griever and the Union Representative of his decision in writing within five (5) workdays following the said meeting.

ARTICLE 21 – ARBITRATION

- 21.01 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.
- 21.02 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.
- 21.03 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. The Arbitrator will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 21.04 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.

- 21.05 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.
- 21.06 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.
- 21.07 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 Minister of Labour to appoint an Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.
- 21.08 It is agreed that the Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 20 and 21 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 21.09 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 of trips, as applicable, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 21.10 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.

- 21.11 The parties will equally bear the expense of the Arbitrator.
- 21.12 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 22 – DISCHARGE, SUSPENSION, AND WARNING

- 22.01 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.
- 22.02 An employee may be suspended or discharged for proper cause by the Employer. A written notification describing the nature of the case and the extent of the discipline shall be forwarded to the Union's provincial office. 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.
- 22.03 Employees may, during the regular office hours, have access to their own file as kept by the Employer.

ARTICLE 23 – DURATION

23.01 This agreement shall be effective on the first (1st) day of April, two thousand five (2005) and shall remain in effect to and including the thirty-first (31st) day of March, two thousand eight (2008), 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.

23.02 Notwithstanding Article 23.01, the parties agree that all provisions of the expired Collective Agreement will remain in full force until mediation procedures have been exhausted.

DATED at Vancouver, British Columbia, this _____ day of _____, 2005.

**Signed on behalf of
FOUR CORNERS
FORWARDING INC.**

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

CLAC Representative

Owner/Operators

with trailers	80% of the load's total gross revenue
without trailers	70% of the load's total gross revenue

Revenue for local tractor owner/operators shall not fall below the hourly rate, averaged monthly, to be established by the parties.

Averaged revenue minimums for highway, line-haul owner/operators will be established by the parties.

In the event of a question or difference regarding calculation of a driver's earnings, a CLAC Representative shall be given full and complete access to all relevant documentation.

General

1. On overnight trips employees shall be reimbursed for necessary hotel accommodation and related expenses, substantiated by receipts. In order to meet out-of-pocket meal costs on all out-of-town trips, an allowance of ten dollars (\$10.00) will be paid for every four (4) working hours, to a maximum of thirty dollars (\$30.00) per day.
2. It is agreed that the hiring of part-time employees or student workers will not deprive regular employees of their normal working hours, nor unfavourably influence the workload of such regular employees.
3. Drivers shall be paid twenty dollars (\$20.00) per tarp for tarping and twenty dollars (\$20.00) per tarp for taking off tarps on all loads.

4. Only if an employee willfully causes damage or has been unduly careless can the Employer deduct or demand monies from him for damage to or loss of company property. No deductions shall be made until after the Grievance Procedure and Arbitration Procedure have been completed.
5. 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.
6. WCB Premiums for Owner/Operators
The Employer will contribute forty-seven dollars and fifty cents (\$47.50) per month toward the WCB coverage for owner/operators.

SCHEDULE “B”

OUTLINE OF 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;
- prescription drug plan for employee and family at 80% up to \$2,000.00 per person annually (or the provincial Pharmacare cap, if applicable) and 100% thereafter;
- dental plan at the latest fee schedule available;
 - basic services: 100% 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
- optical insurance for employee and family
 - under 21: \$200.00 per year
 - over 21: \$200.00 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;
- 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 14th day of illness for a maximum of 119 days (1/14/119);
- long term disability insurance with 60% of earnings, maximum of \$2,000.00 per month, payable after 120 days until age 65 (120/65).