

**BULK FUEL HAUL AGREEMENT**

**BETWEEN**

**GARY YOUNG AGENCIES LTD.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**August 1<sup>st</sup>, 2005 - July 31<sup>st</sup>, 2008**

**DON MCGILL  
Secretary-Treasurer**

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## **BULK FUEL HAUL AGREEMENT**

THIS Agreement is made and entered into this                      day of                      , 2005.

**BETWEEN:**                      **GARY YOUNG AGENCIES LTD.,**  
1991 River Road,  
Prince George, British Columbia;  
  
(hereinafter referred to as the "Company")

**AND:**                              **TEAMSTERS LOCAL UNION No. 213,**  
490 East Broadway,  
Vancouver, British Columbia;  
  
(hereinafter referred to as the "Union")

### **PREAMBLE:**

WHEREAS, it is the intention and purpose of the Company and the Union to promote and foster harmonious industrial relations between the Company and its employees.

THEREFORE, the parties hereto agree as follows:

In the event that any word, phrase, sentence, clause, or article of this Agreement is declared invalid by any court of competent jurisdiction, only such word, phrase, sentence, clause, or article shall be affected and this Agreement shall be otherwise unaffected and shall continue in full force and effect.

### **ARTICLE 1 - RECOGNITION**

- 1.01                      The Company recognizes the Union as the sole bargaining agency for those employees of the Company at 1991 River Road, Prince George, British Columbia, employed in those classified occupations listed in Appendix I and coming within the order of certification of the Union, as now existing, or as may be amended from time to time by the Labour Relations Board of the Province of British Columbia.
- 1.02                      No member of Management shall perform the work assigned to the bargaining unit except in emergencies and where there is no bargaining unit member immediately available to perform the work. The Union will be advised of exceptions as they occur. (Letter of Understanding regarding past practices to be provided to the Union by the Company).

1.03

The Company agrees not to enter into any agreement or contract with employees of the Company who are members of the Union, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Subject to Section 2.05, any such agreement shall be null and void.

## **ARTICLE 2 - UNION SECURITY**

- 2.01 All current employees shall become and remain regular members of the Union as a condition of employment, and every new employee whose employment commences hereafter shall within seven (7) days after the commencement of his employment, apply for and maintain his membership in the Union as a condition of his employment.
- 2.02 When new employees are required, the Employer agrees to notify the Union, and will consider applicants referred by the Union. Employees hired shall have seven (7) days in which to become a member of the Union.
- 2.03 New employees shall be required to sign authorization cards for deduction of initiation fees, dues and assessments as required by the By-Laws of the Union. On receipt of such authorization cards, the Company shall commence making such deductions. It is understood that dues are payable monthly, in advance, and that the payment schedule is to be determined by the Union. Dues shall be deducted from the second pay of the month, previous to the period for which they are applicable. Deductions for Union dues, fees and assessments shall be forwarded to the Union not later than the last business day of the month following the month in which those deductions were made.
- 2.04 Moonlighting - Outside employment is not encouraged by the Company, however, should employment outside the Company be engaged, such work may not jeopardize the performance of his duties at Gary Young Agencies Ltd. nor may outside work be undertaken with a competitor.
- 2.05 The parties agree to the use of sub-contractors for temporary increases in business or to secure new business for a period not to exceed sixty (60) days. This period may be extended by mutual agreement. The Company shall not contract out any bargaining unit work other than by mutual agreement with the Union.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Employer retains all rights not otherwise specifically covered by this agreement including, but not limited to, the right to hire new employees and to direct the working force, including the promotion and demotion of employees, to discipline, suspend, discharge for cause, transfer, lay off employees because of lack of work, require employees to observe Company rules and regulations, to decide on the products to be handled, the methods and schedules of operation.

## **ARTICLE 4 - STRIKES AND LOCKOUTS**

- 4.01 There shall be no lockout by the Company or strike, slowdown, sitdown, or suspension of work either complete or partial, by employees during the term of this Agreement.
- 4.02 It shall not be a violation of the Agreement, cause for discharge or other disciplinary action, if an employee refuses to cross a picket line which has not been ruled illegal by a court of competent jurisdiction.
- 4.03 Drivers, whose duties are curtailed by Article 4.02, shall immediately notify Management for further advisements as to work reassignment.

In the event of a labour dispute that directly or indirectly affects the operations of the Employer, the Union agrees to cooperate in the safe return of all of the Employer's vehicles immediately to the Company's compound at the request of the Employer.

#### **ARTICLE 5 - FREEDOM OF EMPLOYEE ACTION/SHOP STEWARD DUTIES**

- 5.01 No employee shall not depart from his assigned duties to attend to Union business without providing adequate notice and with the permission of Management. Such permission will not be unreasonably withheld subject to the operational needs of the business.
- 5.02 Time spent by employee(s) delegated by the Union or Company at joint Management/Union meetings shall be considered as time worked, should the employee(s) normally be on shift at that time. However, in no case shall overtime rates be paid.
- 5.03 Shop Stewards shall be recognized by the Company and shall not be discriminated against. The Company shall be notified by the Union of the name or names of such Stewards.
- 5.04 In the carrying out of regular duties, Business Representatives of the Local Union shall have access to Company premises covered by the Agreement after first securing permission from Management. Such permission shall not be unreasonably withheld.

#### **ARTICLE 6 - DISCHARGE OF EMPLOYEES**

- 6.01 The Company has the right to discharge any employee for just cause. Employees shall be notified of the reasons for their dismissal. A copy of the reasons shall be forwarded to the Union.

- 6.02 It is understood and agreed that the purpose of hiring workers on a probationary basis shall be to allow the Company a reasonable opportunity to determine whether the employee is a suitable candidate for continuing employment as a regular employee. Accordingly, a probationary employee may be discharged or terminated at any time during his probationary period.

## **ARTICLE 7 - WAGES AND SETTLEMENT**

- 7.01 The Company shall pay wages to every employee covered by this Agreement at the rates contained in Appendix I for the various classifications listed therein. Appendix I shall be deemed to be contained in and form part of this Agreement.
- 7.02 The Company shall provide every employee covered by this Agreement with its regular itemized statement in respect to payments made to each employee by the Company, and such statement shall show the regular hours worked, the total overtime hours worked, the rate or rates applicable, the total number of hours banked, the gross amount of wages and all deductions made therefrom. Employees shall be paid every other Friday during working hours.
- 7.03 Any employee who, for the convenience of the Company, is temporarily transferred to a job classification paying a lower rate, shall retain his normal rate should it be greater than the established rate for the job to which he was transferred, for a period not exceeding thirty (30) days. This requirement does not apply to employees who request and are granted "light duties" in a lower paid classification.
- 7.04 Any employee temporarily assigned to a higher rate job classification shall receive the rate for that higher paid job while so assigned.
- 7.05 If an error occurs in the payroll computation of an employee's paycheque and the amount is equal to one day's pay or more, he shall be entitled on request to receive the same as soon as practical but not later than the week following the payday on which the error was reported.

If an employee improperly completes his time card of pay claim, or does not turn them in on completion of his shift, any pay so affected will be included with the next regular pay period.

## **ARTICLE 8 - PROMOTIONS AND JOB POSTINGS**

- 8.01 In selecting employees for promotion within the bargaining unit or transfer to another position covered by this Agreement, vacancies will be filled on the basis of the senior competent applicant.



- (a) Job Postings - Vacancies in regularly-assigned job classifications in all divisions will be bulletined and posted in all divisions for ten (10) calendar days and the successful applicant advised within fifteen (15) days of the vacancy occurring. Vacancies in new job classifications of indefinite duration need not be bulletined until the expiration of fifteen (15) days from the date created.
- (b) The bulletin will show a general job description, rate of pay, hours of work, and be posted for ten (10) calendar days in a place accessible to all employees affected. Copies of all bulletins issued under this rule shall be furnished to the Union.
- (c) Employees desiring such positions shall, within the ten (10) calendar day period specified above, forward to the designated officer their application, in which they will clearly set forth their qualifications for the job. Persons on vacation, W.C.B., or sick leave shall have five (5) days upon return to work to bid on such postings or within five (5) days of being notified of the posting by the Employer during their absence, whichever is sooner.
- (d) Should an employee successfully bid on a position (within bargaining unit) and after a reasonable trial period not to exceed thirty (30) days and is found unsatisfactory by the employer or if the employee decides not to continue in the new classification, then he shall be restored to his former position and shall retain his seniority therein. Any employee successfully bidding on a position in another division will not be required to serve a probationary period and will have their seniority in their new division dated thirty (30) days prior to the date they commence working at their new location. Employees who transfer in this manner will maintain their Company seniority for any monetary entitlements contained elsewhere in this Agreement.

8.02 No employee may change job positions through the posting procedure more than twice in any twelve (12) month period (24 months for Lube Truck Driver).

8.03 The Company shall have the right to fill a position on a temporary basis for a period of up to thirty (30) calendar days without regard to seniority in which case the Shop Steward will be informed. This period may be extended by mutual agreement. It's the intention of this provision to allow management to respond to the short term operational requirements resulting from the absence of staff due to accident, illness or vacations.

8.04 Starting time preference shall be given to senior employees on established shifts.

**ARTICLE 9 - HOURS OF WORK**

9.01 Except as provided, the regular workday shall consist of eight (8) consecutive hours, not including the meal period. The regular workweek shall consist of five consecutive eight (8) hour days, Sunday through Saturday.

However, provision is made for the implementation of a workweek consisting of four (4) consecutive ten (10) hour days or three (3) consecutive twelve (12) hour days. By mutual agreement employees working twelve (12) hour shifts may be scheduled an additional shift at straight time rates every three weeks.

9.02 An employee who reports to work, and who has not been given at least one (1) hour's notice otherwise, shall be paid not less than the appropriate day's pay.

However, provision is made for a four (4) hour day in periods of slack time if an employee is notified not later than quitting time the day before.

**ARTICLE 10 - OVERTIME AND CALLOUT**

- 10.01 Overtime work authorized by the Company shall be paid for hours worked as follows:
- (a) Time and one-half (1½) shall be paid for all hours worked in excess of the eight (8) hour shift, ten (10) hour shift, and twelve (12) hour shift in a day respectively. Double time shall apply after the second hour of overtime.
  - (b) One and one-half (1½) times for hours worked on a paid holiday in addition to regular pay for the paid holiday.
- 10.02 The Company will endeavour to keep overtime to a minimum. When overtime work is necessary, it shall be distributed as fairly and impartially as possible amongst employees who are qualified to perform such work.
- 10.03 Call-Out - Overtime rates shall be paid for all call-out time with a minimum of two (2) hours credit from the time of the call.
- 10.04
- (a) By mutual agreement in writing between the Company and its employees, arrangements may be made for the duration of the contract to bank accumulated overtime. The employee may then request his overtime in time off. However, he must inform the Company as to his request. Upon request by the employee, such time off will be taken at the Company's discretion, consistent with the efficient operation of the business. The minimum unit of banked overtime to be utilized is equivalent to eight (8) regular hours.
  - (b) Where an employee desired to bank his overtime, he shall request in writing indicating this.
  - (c) Overtime which is banked shall be credited in terms of hours, and when taken as time off, shall be paid out at the same hourly rate as banked. When an employee leaves the Company, all banked hours shall be paid out in total.
  - (d) The Company will keep a record of all banked overtime, which will be available for perusal by the employee.
  - (e) Example of banked hours:

1 hour at 1½ times - 1 hour banked at 1½ rate  
banked.

1 hour at double time rate banked - 2 hours  
banked.

- (f) Overtime credits in a banked status shall be paid out as earnings on termination of employment or upon July 2nd annually. It is intended that employees will sign annually for banked overtime.

**ARTICLE 11 - NEW CLASSIFICATION**

11.01 The Company shall notify the Union when any new classification coming within the jurisdiction of this Agreement is added. The Union and the Company shall negotiate on the rate to be established and that rate, once established, shall be retroactive to the introduction date of the new classification.

11.02 If the parties fail to agree on the rate for any new classification, then the dispute shall be submitted to Arbitration under Article 15.

**ARTICLE 12 - PAID HOLIDAYS**

12.01 All employees shall receive ten (10) paid holidays with full pay during the year. The paid holidays shall be:

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

and any other day proclaimed or declared by the Federal, Provincial, or Municipal governments as a holiday.

12.02 Where a paid holiday falls during an employee's annual vacation, he shall receive an extra day's vacation.

12.03 The Company agrees that only such employees as are, in the opinion of the Company, necessary to perform the business of the Company shall be required to work on holidays.

12.04 An employee, to qualify for Statutory Holiday pay, must comply with the following conditions:

- (a) shall have worked for ten (10) of the thirty (30) calendar days immediately preceding the holiday; and
- (b) have worked his last scheduled work day before and his first regularly scheduled work day after the holiday, unless his absence is due to illness, compensable occupational injury, accident, or as otherwise authorized by the Company; or

- (c) have worked within the preceding three (3) months if absent through illness, accident, quarantine, or compensation.

**ARTICLE 13 - VACATIONS**

13.01 Pursuant to the Annual and General Holidays Act of British Columbia, the Company agrees to give vacations to employees at their regular hourly rate of pay in accordance with the following schedule:

- (a) Two (2) weeks vacation after one (1) continuous year of Company service and annually thereafter.
- (b) Three (3) weeks vacation commencing in the calendar year six (6) during which the employee completes five (5) years of continuous Company service and annually thereafter.
- (c) Four (4) weeks vacation commencing in the calendar year following the year in which the employee completes ten (10) years of continuous Company service and annually thereafter.

13.02 The Company shall post a vacation calendar for the benefit of the employees. An employee must express his preference for the time of his vacation in writing, three weeks prior to the vacation dates being requested. Selection of vacation dates shall be mutually agreed by the Company and the employee concerned. Requests for holidays received prior to April 30 will be made on the basis of seniority, subject to the Company's operational requirements. Requests after that date will be made on the basis of when the request is received, subject to the Company's operational requirements.

**ARTICLE 14 - SENIORITY**

14.01 For the purposes of this Agreement, seniority for employees within the bargaining unit as of the date of signing of this Agreement shall mean all Company service from the date of last hire.

14.02 New employees shall be probationary for the first sixty (60) working days of employment and shall have no seniority rights during that period. After sixty (60) working days of employment, a probationary employee's seniority shall be dated from the date of his most recent employment.

14.03 Seniority shall be lost when:

- (a) an employee resigns;
- (b) an employee is discharged for just cause;

- (c) an employee is laid off for a period of one (1) year or longer;
- (d) any new employee is not employed for a greater period than six (6) months within the twelve (12) month period from his first day of employment;



(e) a former employee fails to acknowledge a recall notice for regular employment within seven (7) calendar days after date of mailing of notice or will not be available for work within a reasonable period specified by the Company. It's the responsibility of each employee to keep the Employer informed as to their current address and phone number.

14.04 Should it become necessary to lay off employees, this will be done by location on the basis that the employees with the least seniority at the location affected will be laid off first, provided the employees retained are qualified to perform the available work.

14.05 The Company will establish and maintain a current list showing the seniority of each employee. It shall be posted and revised every six (6) months with a copy forwarded to the Union.

14.06 Employees on lay off shall be recalled in order of seniority provided they are qualified to do the work.

14.07 **Leaves of Absence**

(a) Any employee hereunder on leave of absence engaged in gainful employment without prior written permissions from both the Company and the Union shall forfeit his seniority and his name will be stricken from the seniority list and he will no longer be considered as an employee of the Company.

(b) Any employee requesting leave of absence for compassionate reasons shall not be unreasonably denied such request.

(c) When an employee within the bargaining unit covered by this Agreement receives leave of absence to take a position within the Company which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of ninety (90) calendar days within the former unit. Notice shall be given to the Union in writing prior to the employee leaving the bargaining unit for any period of time.

Not later than the ninetieth (90<sup>th</sup>) calendar day of this period, the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights.

Protection of seniority for an employee promoted outside of the bargaining unit shall apply only once during the term of this agreement to any one individual employee.

- (d) Should an employee suffer the revocation of his driver's license, he may apply for a leave of absence for the duration of the license suspension.

**ARTICLE 15 - GRIEVANCES AND ARBITRATION**

15.01           Where a difference arises between an employee or the Union and the Company, or between the Company and the Union, related to the dismissal or discipline of an employee or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, it shall be finally and conclusively settled according to the Grievance Procedure which follows.

15.02           **Stage 1** - The individual employee or a representative of the Union shall attempt to settle the grievance with the immediate supervisor or other Company representative within fifteen (15) days of the grievor's knowledge of or discovery of the facts giving rise to his grievance.

**Stage 2** - Failing a satisfactory settlement within three (3) working days after the dispute was submitted under Stage 1, a meeting shall be arranged within seven (7) days consisting of a Company representative and a representative of the Union. If the grievance or dispute is not then settled to the satisfaction of both parties within a period of five (5) days, or within any longer period which may be mutually arranged at the time, then at the request of either party to this Agreement, the grievance shall be referred to arbitration within thirty (30) days of the date of the Company decision.

**Stage 3** - The Arbitration procedure shall be invoked only at the written request of either party hereto. A Board of Arbitration will then be set up consisting of three (3) people, one selected by the Company, one selected by the Union, and a third party agreed upon by both parties.

No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance. In the event of failure to agree upon a third person, the Minister of Labour of the Province of British Columbia shall be asked to act as or, at his discretion, appoint a third person to act as Chairman of the Board. The Chairman shall be entitled to vote and the majority vote of the Board as thus constituted shall be final and binding upon the parties hereto. Each of the parties will bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman.

15.03           The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of

this Agreement, nor to alter or modify or amend any portion of this Agreement.

15.04 Notwithstanding the foregoing, the parties may agree to a single arbitrator who will be bound by the provisions of the Article.

**ARTICLE 16 - VEHICLE SAFETY**

16.01 The employee will report in writing to the Supervisor promptly but not later than the end of his shift all safety or mechanical defects on the equipment which he has operated during that shift.

16.02           The Company will determine the serviceability of the equipment and direct such repairs as are necessary to conform with the safe and efficient operation of that equipment. The Company will not insist on any employee operating equipment where the employee honestly and justifiably believes it to be unsafe.

**ARTICLE 17 - VEHICLE ACCIDENTS**

17.01           The Company agrees to pay an employee his basic hourly rate (exclusive of any premium) for all time necessarily spent on authorized business of the Company, including attendance at Court in behalf of the Company or its insurer.

17.02           If the employee is involved in a motor vehicle accident while operating a Company vehicle and as a result is prosecuted pursuant to applicable provincial legislation, then the Company will, provided there is no conflict of interest between the Company and the employee, and provided there is reasonable probability of the Company becoming involved in court action as a result of the accident, supply the employee at the Company's expense with legal counsel to represent him both at the hearing of the prosecution and in any civil action instituted against the employee as a result of the accident.

**ARTICLE 18 - BULLETIN BOARDS**

18.01           The Company will provide a bulletin board in each Company dispatch area or locker room for the posting of this Agreement and for such notices as the Union or the Company may from time to time wish to post. The said Union notices shall be posted and signed by an elected or appointed officer or other authorized representative of the Union.

18.02           Any employee will receive a copy of any written reprimand or warning letter placed on his file with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the employee's personal work history. However, any reprimand or warning letter in excess of twelve (12) months will not be used to compound disciplinary action against the employee. Such reprimand or warning letter must be issued forthwith.

**ARTICLE 19 - GENDER**

19.01           Wherever the use of the male gender is used herein, it shall also apply to the female gender wherever applicable.

**ARTICLE 20 - BEREAVEMENT LEAVE**

20.01           In the event of a death in the immediate family, and upon his request, an employee will be granted time off up to three (3) working days. This time off will be paid by the Company at the employee's regular rate.

20.02           Immediate family shall be defined to include the employee's father, mother, sister, brother, child, parent-in-law, spouse, and common-law spouse.

20.03           In the case of a death of a relative other than in 20.02, including relatives by marriage, the employee shall be entitled to Bereavement Leave of one (1) working day with full pay to attend the funeral and assist with related personal matters.

20.04           If the employee is notified of the death while he is working, he shall be excused from, and paid for, the balance of that working day.

20.05           Upon giving twenty-four (24) hours' notice, an employee may be given time off without pay to attend a funeral provided that it is not inconsistent with the efficient operation of the business.

**ARTICLE 21 - WORK CLOTHING**

21.01           The Company shall determine and supply all employees with the uniforms as required to be worn on the job.

21.02           Employees shall provide their own footwear consistent with the requirements of WCB regulations. The Company agrees to pay employees \$150.00 in September of each year toward the cost of footwear.

21.03           All employees shall be supplied with suitable gloves on an exchange basis.

21.04           The Company shall supply light summer jackets and suitable rain gear.

**ARTICLE 22 - EMPLOYEE RESPONSIBILITIES**

22.01           Each employee will obtain and keep in good standing during the term of the Agreement, all provincial licenses required to operate each Company vehicle assigned to him.

22.02           It is agreed and understood that having a valid driving license is a condition of employment and must be maintained. Revocation of license or failure to renew may result in loss of employment.

**ARTICLE 23 - R.R.S.P.**

23.01           The Company agrees to contribute \$75.00 per month to the R.S.P. fund established for regular employees. Effective January 1<sup>st</sup>, 2002, the Company agrees to match employee contributions to a maximum of an additional \$75.00 per month.

**ARTICLE 24 - HEALTH AND WELFARE PLAN AND SICK TIME**

24.01           **Health and Welfare Plan**

Employees will be covered as per present Company Plan, which includes Long Term Disability.

24.02

**Sick Time**

A bank shall be established by which employees shall earn ½ day per month to a maximum of six (6) days. No credit shall be given for any month in which an employee has been laid off for illness or accident.

Where any absence, occasioned by sickness or accident, is not covered by either sick benefit or Workers' Compensation, employees shall draw on time so accumulated in the following manner:

- 1<sup>st</sup> day of absence - one (1) full day's pay;
- 2<sup>nd</sup> day of absence - one (1) full day's pay;
- 3<sup>rd</sup> day of absence - one (1) full day's pay.

After two (2) days absence, the Company may request the employee to provide a Doctor's Certificate verifying the reason for absence. The Company shall not be required to pay for any such Doctor's Certificate. Any employee abusing this privilege may be subject to discipline, including discharge.

**ARTICLE 25 - TERM OF AGREEMENT**

25.01 This Agreement shall be in full force and effect from August 1<sup>st</sup>, 2005, until July 31<sup>st</sup>, 2008, or thereafter from year to year unless notice of amendment or termination is given by either party not less than three (3) months, but not more than four (4) months prior to the expiration of this Agreement or any renewal thereof.

25.02 The B.C. Labour and Employment Law Statutes and Regulations will serve as minimum standards and will apply to any issue not specifically covered by the Agreement.

25.03 The operation of section 50, subsections (2) and (3) of the Labour Relations Code is hereby excluded.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2005.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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APPENDIX I

WAGE SCHEDULE

CLASS	PROB - 60 DAYS WORKED FROM DATE OF HIRE EFF AUG 1/05	REG - 12 MONTHS FROM DATE OF HIRE EFF AUG 1/05	PROB - 60 DAYS WORKED FROM DATE OF HIRE EFF AUG 1/06	REG - 12 MONTHS FROM DATE OF HIRE - EFF AUG 1/06	PROB - 60 DAYS WORKED FROM DATE OF HIRE EFF AUG 1/07	REG - 12 MONTHS FROM DATE OF HIRE EFF AUG 1/07
Driver - Trailer Unit	\$19.95	\$21.95	\$20.50	\$22.50	\$21.05	\$23.05
Driver - Single Unit	\$18.95	\$20.95	\$19.50	\$21.50	\$20.05	\$22.05
Warehouse I (Prince George Main Terminal)	\$14.40	\$18.40	\$14.40	\$18.40	\$14.40	\$18.40
Warehouse II (Satellite Terminal)	\$12.00	\$14.00	\$12.00	\$14.00	\$12.00	\$14.00
C.N.	\$16.40	\$18.40	\$16.70	\$18.70	\$17.00	\$19.00

Class = Classification  
Reg = Regular  
Prob = Probationary  
Eff = Effective

**LETTER OF UNDERSTANDING No. 1**

**BETWEEN:**        **GARY YOUNG AGENCIES LTD.**  
1991 River Road  
Prince George, British Columbia;  
  
(hereinafter referred to as the "Company")

**AND:**            **TEAMSTERS LOCAL UNION No. 213**  
490 East Broadway  
Vancouver, British Columbia;  
  
(hereinafter referred to as the "Union")

Article 8.01 of the Collective Agreement states that "vacancies will be filled on the basis of the senior competent applicant".

The parties agree that the term competent does not apply to newly qualified but inexperienced truck drivers other than for local deliveries. Specifically, a warehouseman who acquires a Class 1 license and applies for a vacant truck driver position that involves out of town work may not be granted the posting. However, this individual would not be denied a posting involving only local deliveries such as refueling locomotives, service stations, residential homes, etc. A reasonable period of time in this type of work may qualify the individual for future out of town postings subject to an assessment of their suitability and driving skills.

It is the intent of this letter to protect the safety of both the Company's employees and the public at large.

DATED AT                    , British Columbia, this                    day of                    , 2005.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**        **GARY YOUNG AGENCIES LTD.**  
1991 River Road  
Prince George, British Columbia;  
  
(hereinafter referred to as the "Company")

**AND:**            **TEAMSTERS LOCAL UNION No. 213**  
490 East Broadway  
Vancouver, British Columbia;  
  
(hereinafter referred to as the "Union")

The parties agree to the red circling of:

Tony Stillwell (Warehouse Category 1 (Prince George Terminal) at the following rates:

August 1, 2005	\$18.40
August 1, 2006	\$18.65
August 1, 2007	\$18.90

Melissa Barker at current rates. New hire after date of signing will have a probationary rate of \$12.00 per hour. After completion of probationary period \$14.00 per hour.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_