

COLLECTIVE AGREEMENT

between

VITRAN EXPRESS CANADA INC.

and



UNIFOR
Local 114

March 1st, 2014 to February 29th, 2020

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VITRAN EXPRESS CANADA INC.
(Hereinafter referred to as 'the Company')

AND:

UNIFOR LOCAL 114
(hereinafter referred to as 'the Union')

PREAMBLE

CLAUSE A Purpose of the Agreement

The general purpose of this Agreement is to secure for the Company and the employee the full benefits of orderly and legal collective bargaining, and to ensure to the fullest extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output and protection of property. It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully, individually and collectively for the advancement of such conditions.

CLAUSE B Agreement Binding Upon the Parties

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In. the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such business or any part thereof shall continue to be subject to the terms and conditions of the Agreement for the life thereof. It is hereby mutually agreed as follows:

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 Management Rights

The Union agrees that the Company has an undisputed right to manage and operate its equipment, plants and business. This right includes, but is not limited to: hiring and directing the work force; the right to retire, promote, demote, transfer and lay off employees and to discipline, suspend and discharge employees for just cause; the determination of job content, the evaluation of jobs, the assignment of work, and the determination of the qualifications of an employee to perform work; the methods and processes and means of production; the right to decide to continue to operate any of its operations or properties or any parts thereof; the making, publication and enforcement of **reasonable** rules for

the promotion of safety, efficiency and discipline and for the protection of employees and the company's equipment, plants and business.

ARTICLE 2 - BARGAINING AGENCY

2.01 Union and Members to Advance Interests of Company

The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the Company.

2.02 Agreement Relates Only to Employees in Certificate of Bargaining

This Agreement shall relate only to employees and categories of employees referred to in the certificate of bargaining authority held from time to time by the Union, save as hereinafter expressly provided.

2.03 Dues Authorization, Union Membership and Union Introduction

(a) Dues Authorization and Union Membership

Each new employee hired by the Company will be informed by the Company to contact the Union Office or Shop Steward for the purpose of becoming a Union member and signing an Authorization Card authorizing the Company to deduct Union initiation fees, Union dues and/or other assessorial charges as levied by the Union, from the first pay period of each month and so indicated on the monthly check-off list as provided by the Union to the Company. Each new employee will have three (3) days to join the Union and sign an authorization. The Company will remit same to the Union. The Company shall furnish to the union a list of new employees within fourteen (14) days of their being hired.

(b) Shop Steward Introduction

All new employees shall be introduced to the Shop Steward of the Union prior to their first shift. However should this not be possible, the Company shall allow the new employees and Shop Steward time off to a maximum of one half (1/2) hour without loss of pay in order to acquaint the new employees with their rights and obligations.

2.04 Union Membership Required

Every employee of the Company covered by this Agreement shall be a member of the Union in good standing during the whole of the term of this Agreement as a condition of employment with the Company, save as hereafter expressly provided.

2.05 Individual Agreements Prohibited

The Company agrees not to enter into any agreement or contract with the Union employees, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement. Any such agreement will be null and void.

2.06 Union Dues on T4 Slip

The Company shall show the total amount of the Union dues deducted on the employee's T4 slip issued at the end of the year.

2.07 Company Recognizes the Union as Sole Collective Bargaining Agent

The Company recognizes the Union as the sole collective bargaining agent of the employees covered by this Agreement. Properly qualified officers and committeemen of the Union shall be recognized by the Company in discussing any and all matters affecting the relationship between the Company and the employees who are members of the Union and are affected by this Agreement.

2.08 Every Effort to Obtain Equipment Operated by Union Member First

In the handling of equipment the Company shall first make every effort to obtain equipment operated by a member of the Union, provided rates are comparable to other Union companies.

2.09 No Use of Leased Equipment to Evade Agreement

The Company agrees it will not use any leased equipment for the purpose of evading this Agreement.

2.10 Leasing Out of Equipment

It is understood that this does not curtail the leasing out of equipment. Provided competent employees are available, all suitable equipment must be in use before additional equipment can be leased or hired where such work is under the direction and control of the Company.

2.11 All Storing and Handling by Employees

All storing and handling of merchandise or other goods and materials shall be carried on by Company employees members of the Union in the categories covered in this collective agreement where such work is under the control of the Company.

2.112 Union Access

Authorized agents of the Union shall have access to the Company's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however that there is no interruption of the Company's working schedule. The Company shall be advised of the Agent's presence at the time of the visit.

2.113 Recognition, Notification and No Discrimination Against Shop Stewards

The Union shall elect a Chief Shop Steward. It will also elect one (1) committee member from each shift from among its members in the bargaining unit and shall notify the Company in writing forthwith of such appointments and deletions of those employees so elected. The Company will recognize the Chief Shop Steward and Committee members and not discriminate against them for lawful Union activity. The Company will notify the Union prior to the dismissal of a Chief Shop Steward, giving the reason in writing. The Company will advise the Union of any difficulty with a Chief Shop Steward before taking action. A Shop Steward required to attend a meeting called by the Company outside their regular scheduled hours should be paid straight time rates for the time spent at such meetings.

2.114 Union Labels

It shall not be a violation of this Agreement for an employee to post a non-adhesive Union Label.

ARTICLE 3 - SENIORITY

3.01 Definition of Regular Employee

A regular employee shall be considered as such an employee of the Company when the employee:

- (a) has completed the probationary period as per Article **3.09**;
- (b) is available to the Company for fulltime employment;
- (c) recognizes the Company as the employee's primary employer.

(d) has no other outside employment that affects performance on the job with the Company or availability to attend for work and the employee's supervisor has been notified in writing of any outside employment.

3.02 Seniority In Reduction and Restoration of Work Force

Seniority shall be maintained in the reduction and restoration of the working force, providing the senior employee is qualified for performing in the remaining job or jobs.

3.03 Job Vacancies

(a) Job Vacancies

All new jobs or vacancies are subject to seniority and shall be posted in a conspicuous place at all locations for seven (7) calendar days for bids. A copy of all postings and award notices shall be furnished to the Shop Steward, and the Union Representative and Steering Committee.

(b) All Vacancies of Two Weeks or More May Be Posted

All vacancies of a known duration of **two (2) weeks** or more may **(after referral to the Steering Committee)** be posted and awarded to the senior qualified applicant.

3.04 Seniority Application

Seniority will prevail for the purpose of shift preferential on established shifts, jobs or vacancies, providing the employee is qualified.

3.05 Seniority Branch Wide

In all areas, seniority shall be branch wide and the branch will include all terminals or warehouses.

3.06 Layoff for Less Than One Week

When an employee is laid off for lack of work for a period of not less than one (1) week, the employee will then have the right to fill, if qualified in all respects, any position to which seniority will entitle the employee.

3.07 Posted Employee May Exercise Seniority in Short Term Layoff

(a) Posted Employee May Exercise Seniority Over Part Time Employee

In the event of a short term layoff (one week or less) caused by a shortage of work in a particular week or an unavoidable delay, an employee in the senior seventy-five percent (75%) of the workforce or an employee who has a posted position may then exercise seniority over any other part time (not on a posted shift) employee. For all employees, there must be a rest period of not less than eight (8) hours between shifts and they shall not be entitled to work more than one (1) shift in a twenty-four (24) hour period commencing at 00:01 and concluding at 23:59.

(b) Posted Employee Will Return to Posted Position

Employees exercising their rights under Article 3.04(a) above will not be permanently altering their assigned or posted shifts and will return to their pre layoff posted positions when the short term layoff (less than one (1) week) is over.

3.08 Exercising Seniority for Full Complement of Hours

(a) Over Any Part Time Employee

If, despite the provisions in Article **3.04** above a full time employee still does not acquire the full complement of regular hours (excluding overtime) during the week due to a short term layoff, and even if the layoff is now over, the employee may exercise seniority over any part time employee on a compatible shift (eight hour rule) on a sixth (6th) or seventh (7th) day and will be paid straight time.

(b) Does Not Apply if Regular Hours Are Missed

This does not apply to employees who have missed regular hours for reasons other than a short term layoff.

3.09 Probationary Period

- (a) All newly hired employees shall be considered as probationary employees for the first seventy (70) **shifts worked**.

(b) Upon successful completion of their probationary period, such employees shall have their seniority backdated to the first day of the probationary period.

(c) There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off for lack of work or discharged during the probationary period.

(d) During the probation period, an employee may be discharged if the Company believes he/she is unsuitable for status as a regular employee. For the purpose of discharge, a probationary employee shall be held to a lesser standard than just and reasonable cause.

3.10 Seniority Lists

Within each terminal and/or terminals, the Company will post and maintain seniority listings. Such up-to-date listings will be posted as of January 31st, May 31st and September 30th of each year. Copies of current lists will be provided to the Union.

3.11 Seniority Lost

(a) Seniority will be lost only for the following causes: Voluntary quitting, discharge for cause, absence without authorization for a period in excess of five (5) calendar days and failure to report for work within seven (7) calendar days of the dispatching of a recall notice after layoff.

(b) Any employee who has been laid off for lack of work for twelve (12) months or more shall be removed from the seniority list and the Company shall be under no further obligation to such employee.

3.12 Seniority in the Event of the Purchase of a Business

In the event that the Company purchases a business or any part thereof, the employees of which are covered by a collective agreement with a Local of **Unifor**, the seniority of such employees shall be computed from the date that they respectively first became employees of the business aforesaid.

3.13 Seniority and Leaves of Absences

(a) Seniority Lost if Engaged in Gainful Employment Without Permission

Any employee on leave of absence engaged in gainful employment without prior written permission from the Company and the Union shall forfeit all seniority rights and the employee's name will be stricken from the seniority list and the employee will no longer be considered an employee of the Company.

(b) Seniority When Promoted Outside Bargaining Unit

When an employee is the successful applicant for a position with the Company outside of the bargaining unit the employee shall be treated as an employee on leave of absence and retain his seniority in the bargaining unit for a qualifying period of up to ninety (90) days. In the event the employee fails to qualify during the period the employee shall have the right to be placed in a position in the bargaining unit based on seniority. If the employee does not exercise seniority rights by returning to the bargain unit at the end of the period all seniority rights shall be extinguished.

(c) Ninety Days to Exercise Seniority to Return to Bargaining Unit

At the end of this period of ninety (90) calendar days, the employee must exercise seniority rights by returning to the employee's former unit or relinquish all such seniority rights.

3.14 Recall From Layoff In Order of Seniority

Employees who have completed their probationary period and are subsequently laid off shall be placed on a Company laid off list and will be recalled to work in order of their seniority. It shall be the responsibility of the employees to ensure their correct address and telephone number correspond to that on the Company's records. The Company shall provide a copy of the laid-off list to the Shop Steward.

3.15 Threats to Continued Employment

(a) Notice of Intent or Implementation

i) Where the Company intends on implementing a partial or full closure, amalgamation, relocation or the sale of all or part of the business and any or all of these occurrences affects the terms, conditions and security of employment of any employees (excluding probationary employees), all such affected employees shall receive a minimum of ninety (90) calendar days advance written notice.

ii) In the event that the Company provides less than the required ninety (90) calendar days' notice, all employees actively employed and earning an income from Vitran, shall receive pay in lieu of notice not given.

iii) Notice sent by prepaid post or delivered by courier to the latest address provided to the company shall be deemed to be received four (4) days after it was posted or immediately when delivered. For clarity, employees that do not provide the Employer with an up-to-date address and for that reason do not physically receive the aforementioned notice will not receive pay in lieu of notice not given.

(b) Notice To Union

The Union shall receive copies of all such notices at the time they are issued to employees.

(c) Meeting With Union

Where the Company has notified the Union of its intention to introduce any of the possible occurrences mentioned in (a) above, the Parties shall meet within ten (10) days of the notice and shall endeavour to reach agreement on solutions to the problems arising from the intended change(s) and on measures to be taken by the Company to reduce the impact of the change.

(d) Options for Loss of Hours or Lay-off

In addition to the notice provided in (a) above, where an employee suffers a loss in hours or is laid-off as a result of any of the aforementioned occurrences, he/she shall be eligible for the following options:

- i) He/she may bump to a position held by a junior employee where he/she is able and qualified to perform the work, or
- ii) He/she may accept the lay-off and wait for recall, or
- iii) He/she may, at any point during the recall period, decide to take severance pay, thereafter forfeiting all seniority and recall rights, and resulting in the termination of his/her employment.

(e) Benefit Continuance

In the event an employee is laid off and remains an employee, due to any of the circumstances as described in 3.15 above, the Company agrees to continue to pay the premiums to provide coverage under the Plans described in Article 11 for up to six (6) months following the month in which the employee is laid off.

(f) Severance pay

- i) After completing two (2) years of employment each employee shall receive forty (40) hours pay at his/her regular rate of pay for each year of employment completed.
 - ii) After completing twelve (12) years of employment each employee shall receive sixty (60) hours pay at his/her regular rate of pay for each year of employment completed over ten (10) years.
 - iii) After completing twenty-two (22) years of employment each employee shall receive eighty (80) hours pay at his/her regular rate of pay for each year of employment completed over twenty (20) years.
- The maximum severance accruable is fifty-two (52) weeks of pay.

ARTICLE 4 - GENERAL PROVISIONS

4.01 Union Bulletin Board

The Company will provide a bulletin board for the posting of this Agreement and for such notices as the Union may from time to time wish to post. The said notices shall be posted and signed by an elected shop steward or other authorized representative of the Union.

4.02 Time Off For Test or License Renewal

Whenever it becomes necessary for an employee to take time off work to take a test for renewal of a license or ticket associated with the employee's employment by the Company the employee shall make arrangements with the supervisor for the time off and shall receive pay at the employee's regular rate for such time off which occurs during the employee's regular shift.

4.03 Union Jurisdiction

(a) Company Agrees to Respect Jurisdictional Rules

The Company agrees to respect the jurisdictional rules of the Union, and shall not direct or require its employees or persons other than the employees in the bargaining unit here involved to perform work of the employees in the said unit. This is not to interfere with bona fide contracts with bona fide unions.

(b) Union Agrees to Inform Employees of Their Obligations

In the event that members of a Union other than the Union which is signatory to this Agreement attempts to encroach on the working practices and arrangements as laid down by the Company and that contravene the Union's jurisdiction pursuant to the Certificate of Bargaining Authority, the Union agrees that it shall inform the employees affected of their obligation to carry out the terms and conditions of this Agreement.

4.04 Not a Violation to Refuse to Cross a Legal Picket Line

It shall not be considered a violation of the employee's employment that a Company employee shall refuse to cross a legal picket line recognized by the Union at a place where a legal strike is in progress.

4.05 Union to Notify Company of a Legal Picket Line

The Union shall notify the Company as soon as possible of the existence of such legal picket line as referred to in Article **4.04** above.

4.06 Controversy with Any Other Union

The Union agrees that in the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement.

4.07 Refusal of Employees to Handle Struck Goods

It is agreed in the event of a strike among the employees of any other firm with which the Company does business, the Company will respect the refusal of its employees to handle, load, move or unload any goods that have crossed a legal picket line as long as said goods have not left the picket premises or plant prior to pickets going up.

4.08 Pay on Termination of Employment

Except as elsewhere herein provided, upon discharge, the Company shall pay within seven (7) days, all money due to the employee. Upon quitting, the Company shall pay all money due to the employee on or before the pay day in the week following such quitting.

4.09 Uniforms

The Company agrees that if any employee is required to wear any kind of uniform the Company will pay fifty (50) percent of the cost of the purchase and maintenance of the uniform. No employees shall be discharged for refusing to wear a uniform that does not bear a Union label. However, the employee must furnish at the employee's own expense suitable clothing, shoes, gloves and winter protective clothing in order to perform the employee's job efficiently and safely. Shoes are to be of a type as would be approved by the Workers' Compensation Board.

4.10 Leave to Attend Funeral

Upon giving twenty-four (24) hours' notice, an employee shall be granted time off without pay for the purpose of attending a funeral, provided that the granting of such time off shall not be inconsistent with efficient operation of the business.

4.11 Right to Check Employment Record

An employee will have the right to check the employee's employment record file upon the Company being given twenty-four (24) hours' notice by the Shop Steward.

ARTICLE 5 – DISCIPLINE AND DISCHARGE

5.01 Just and Reasonable Cause

Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.

5.02 Progressive Discipline

The Company will acknowledge the principles of progressive and corrective discipline, excepting in cases of theft, fighting, drinking alcohol during working hours or being in a state of intoxication during working hours. It is acknowledged that other reasons may warrant suspension or dismissal.

5.03 Shop Steward Present

(a) The Company agrees that if it chooses to implement written discipline, suspension or discharge on an employee, a Shop Steward shall be present unless one is not reasonably available.

(b) Where a Shop Steward or Union Representative is not reasonably available and the situation warrants immediate action, the employee may be sent home and held out of service until a union representative can be present. A meeting shall be convened as soon as all Parties are available. All time spent away from work by the employee shall count towards any discipline the Employer decides to administer. If the Employer decides to discipline less than the time that the employee has been held out of service the employee shall be compensated for those lost wages and benefits and otherwise be made whole.

(c) In situations not requiring immediate action the meeting shall be held as soon as all Parties are available. In such circumstances where the meeting is delayed over seven (7) calendar days (see clause 5.05), the Union shall waive timelines.

5.04 Written Reasons for Suspension or Discharge

The Company shall set out its written reasons for any discipline, including the suspension or discharge of an employee and provide a copy to the shop steward.

5.05 Union and Employee Advised of Complaint

No complaint shall be recorded against an employee nor may be used against him/her at any time unless said employee and the Union are advised accordingly in writing within seven (7) calendar days of the Company's knowledge of the incident or occurrence, giving rise to the complaint.

5.06 Cancellation of Recorded Complaint

(a) Any complaint recorded against an employee shall automatically be cancelled and removed from the employee's file after twelve (12) clear months without any further discipline. Once twelve (12) clear months have passed, such discipline may not be held against him/her thereafter.

(b) Any mention of a suspension against an employee shall automatically be cancelled and removed from the employee's file after eighteen (18) clear months without any further suspensions, Once eighteen (18) clear months has passed such suspension(s) may not be held against him/her thereafter.

(c) Where an employee is absent from the workplace due to injury, illness or a leave of absence for six (6) consecutive weeks or more during the above mentioned twelve (12) or eighteen (18) months, the removal of the complaint or suspension shall be delayed for a period equal to the period of the absence.

5.07 Employee Acknowledging Discipline

Whenever an employee chooses to sign a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Differences to Be Settled

Should any difference arise between the Company and any employee concerning the interpretation, application, operation or violation of this Agreement, the parties to this Agreement shall settle the matter as hereinafter **provided**.

6.02 Step 1 Shift Supervisor

The person involved, together with the Shop Steward, shall take the matter up with the employee's shift supervisor within seven (7) calendar days and endeavour to settle the difference.

6.03 Step 2 Management

If the question is not satisfactorily settled under Article **6.02** above, then the person involved shall together with the Shop Steward, take the question up with the Management within five (5) days of supervisory answer, under Article **6.02** above.

6.04 Step 3 Union and Management

If the problem is not satisfactorily settled under Article **6.03** above, it shall be referred to the Union by the person or by the Shop Steward and the Union shall take up the question with the Management within five (5) days from Management's reply in Article **6.03** above. The grievance shall be reduced to writing at this stage.

6.05 Grievance Meetings

All matters pertaining to Article **6.01**, **6.02**, **6.03** and **6.04** will be taken up within regular working hours, with no loss of time to employees or Shop Steward involved. The grievor shall have the right to attend any meeting concerning their grievance.

6.06 Step 4 Arbitration

In the event of a disagreement after compliance with aforementioned **clauses**, the grievance will be referred to an arbitrator, to be selected by mutual agreement of the Company and the Union. The arbitrator thus appointed will be selected within five (5) working days (excluding Sundays and holidays), following receipt of the written request originating the arbitration procedure. In the event of failure of the Company and the Union to agree upon an arbitrator, the parties involved will request the Minister of Labour to appoint an arbitrator, further requesting that this appointment be made within seven (7) days of the date such request is received.

6.07 Arbitrator's Decision Final and Binding

The decision of the Arbitrator shall be final and binding.

6.08 Time Limits

Any grievance not processed within the time limits shall be deemed to be withdrawn by both parties unless the time limits have been extended by mutual agreement between the Company and the Union in writing.

6.09 Arbitrator's Expenses Split

Expenses and compensation of the arbitrator shall be split equally by the parties.

6.10 Rules of the Arbitrator

The Arbitrator shall establish its own rules of procedure which must not, however, deny the right of hearing to the parties involved in the dispute.

6.11 No Stoppage of Work

There shall be no stoppage of work while such differences are being settled.

ARTICLE 7- VACATIONS

7.01 Less Than One and One Year of Service

Upon completion of one year's service, employees shall receive two (2) consecutive weeks' vacation at four (4) percent of annual gross earnings, or two (2) weeks at the employee's regular salary, whichever is greater; vacation pay at four (4) percent shall be paid to all employees with less than one (1) years' service, It is agreed that the cut-off date for annual vacation pay shall be determined by the starting date.

7.02 Four (4) or More Years of Service

All employees with four (4) years or more continuous service shall thereafter receive six (6) percent of annual gross earnings or three (3) weeks at the employee's regular salary, whichever is greater.

7.03 Five (5) or More Years of Service

All employees with five (5) years or more of continuous service shall thereafter receive eight (8) percent of annual gross earnings or four (4) weeks at the employee's regular salary, whichever is greater.

7.04 Ten (10) or More Years of Service

All employees with ten (10) years or more continuous service shall thereafter receive ten (10) percent of annual gross earnings or five (5) weeks at the employee's regular salary whichever is greater.

7.05 Twenty-Two or More Years of Service

All employees with twenty-two (22) years or more continuous service shall thereafter receive twelve (12) percent of annual gross earnings or six (6) weeks at the employee's regular salary whichever is greater.

7.06 Accident or Illness Counted as Hours Worked

Absence by reason of accident or illness shall be counted as hours worked in the intervening years between an employee's first year and final year of employment for a period not to exceed five hundred (500) hours if the employee has less than thirteen hundred and fifty (1350) hours of work in that year to qualify for a vacation herein stipulated.

7.07 Credit When Employee Does Not Qualify

In any year where an employee has not qualified **for full vacation pay** as a result of accident or illness, the employee will still be credited with a year of service to determine future vacations. **In other words, time off as a result of accident or illness does not affect an employee's accrual of years of service for vacation purposes.**

7.08 Anniversary Date

Where the date of commencement of employment is the anniversary date for the purpose of calculating annual vacations, employees shall receive vacations in accordance with the provisions contained in Articles **7.01, 7.02, 7.03, 7.04, 7.05** and **7.06**.

7.09 Continuous Vacation

All employees entitled to more than three (3) weeks' vacation may receive them in one continuous period only if they take their vacation in the off season. The Union and the Company may, however, waive this provision where an employee requests, for compassionate reasons, that the employee be granted all of the vacation continuously within the prime season.

7.10 Vacations Granted in Order of Seniority

Employees shall be granted their vacation dates in order of their seniority, consistent with the efficient operation of the business. Vacation lists shall be posted on or before March 31st of each year.

7.11 No Change to Established Vacation and Notice

Unless otherwise agreed between the employer and the employee, every employee shall be notified at least fourteen (14) calendar days prior to being required to take any vacation period. Once vacation periods are established the time shall not be changed except where mutually agreed between the employee and the Company and the Shop Steward.

7.12 Working While on Vacation

Any employee who accepts gainful employment while on vacation will be terminated.

7.13 Vacation Pay

Vacation pay will be issued by direct deposit with its' own paystub separate from regular payroll.

7.14 Vacation Pay at Termination

Where an employee has less than thirteen hundred and fifty (1350) hours and is terminating employment, voluntarily or otherwise, the employee shall receive 4%, 6%, 8%, 10% or 12% of annual earnings in lieu of the holidays to which the employee is entitled.

7.15 Vacations and Vacation Pay for Employees Hired After March 19, 2011

For employees hired after March 19, 2011 the provisions of Articles **7.01, 7.02, 7.03, 7.04** and **7.06** shall be replaced and vacation pay shall be 4% during the first year of employment; 2 weeks of time off and 4% of the previous year's pay during the next 4 years. After 5 years, 3 weeks of time off and 6% of the previous year's pay. After 10 years, 4 weeks of time off and 8% of the previous year's pay and after 15 years, 5 weeks off and 10% of the previous year's pay; after 22 years all provisions of Article 6 apply.

ARTICLE 8 - STATUTORY HOLIDAYS

8.01 Statutory Holidays Defined

Pay for holidays when not worked shall be as follows: Employees shall be paid for time not worked at the regular rate on:

New Year's Day	Family Day	Good Friday,
Victoria Day	Canada Day	BC Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

and any other day proclaimed by Federal or Provincial Government as a general or public holiday.

8.02 Thirty Day Requirement

Employees entitled to the **eleven (11)** paid holidays as noted in Article **8.01** of this Article, shall have been on the payroll thirty (30) calendar days previous to the holiday.

8.03 Entitlement if Absent

Employees absent during the month in which the holiday occurs by reason of leave of absence, discharge, quit, suspension or on layoff in excess of fifteen (15) days shall not be entitled to statutory holiday pay.

8.04 Statutory Holiday on Employee's Regular Day Off

In the event that a statutory holiday falls on an employee's regular day off the employee shall, upon request and consistent with the efficient operation of the business, be entitled to the day following such statutory holiday with pay by mutual agreement.

8.05 Statutory Holiday Pay

For the first eight (8) hours worked on a Statutory Holiday, an employee shall be paid at double the employee's regular rate of wages. The rate to be paid for the 9th and 10th hours worked on a Statutory Holiday shall be three (3) times the regular rate. The rate to be paid for all hours beyond the 10th hour shall be four (4) times the regular rate.

8.06 Double Time for All Work on a Statutory Holiday

An employee will be paid double time for all work performed on a Statutory Holiday.

8.07 Eight (8) Hours for Statutory Holiday Pay

Statutory holidays will be paid on the basis of eight (8) hours per day regardless of shifts worked that week.

ARTICLE 9 - SAFETY AND HEALTH

9.01 Protective Equipment

The Company shall continue to make reasonable provisions for the safety and health of employees during the hours of their employment. Protective devices and other equipment necessary to properly protect employees from injury shall be provided by the Company as required by the Workers' Compensation Board.

9.02 Right to Refuse

The Company agrees to keep all equipment in the best possible mechanical condition. It is hereby mutually agreed that any driver shall be entitled to refuse to drive any equipment which the employee considers to be in such condition as to endanger its safe operation and any such equipment is to be repaired before being put back into service. All trucks will be supplied with heaters and adequate defrosting equipment.

9.03 Company to Maintain Facilities

The Company agrees to maintain adequate, clean, sanitary, heated washrooms and lunchrooms having hot and cold running water and with toilet facilities at its terminals. It shall be the responsibility of employees to use lunchroom and washroom facilities carefully and considerately in order to keep them in a clean and sanitary condition and free from unnecessary damage insofar as same may be possible with normal usage.

9.04 First Aid

The Company will provide first aid provisions in accordance with the Workers' Compensation Act.

9.05 First Aid Kit

The Company shall provide a first aid kit accessible to all of the employees.

9.06 Rainwear

The Company will be required once a year to provide employees protective rainwear to those employees required to work outside in inclement weather. The only exception to providing this rainwear more than once a year would be on the basis of normal wear and tear,

9.07 Protection from for Corrosive and Dangerous Chemicals

The Company will be required once a year to provide employees with rubber boots, rubber aprons, gloves and face masks when required to handle acid and other corrosive and dangerous chemicals. The only exception to providing this equipment more than once a year would be on the basis of normal wear and tear.

ARTICLE 10 - HOURS OF WORK

10.01 Work Week and Work Day

(a) Work Week and Work Defined

Except as hereinafter provided, the regular work day shall consist of eight (8) consecutive hours of work between 6:00 a.m. and 6:00 p.m. not including the meal period. The regular work week shall consist of five (5) eight (8) hour days in the period from Monday to Friday or Tuesday to Saturday, both days included, with Saturday and Sunday as regular assigned days off. The employees may be assigned Monday and Tuesday as assigned rest days in the event it is necessary to assign these alternate rest days to ensure the efficient operation of the Company.

(b) Other Work Weeks

The Company and the Union may mutually agree to work weeks other than that set out above.

(c) Same Starting Time

An employee shall have the same starting time for each day of the week, except where otherwise agreed to between the Company and the Union.

(d) Notice Due to Unavoidable Delay

Wherever possible, the Company will give a minimum of two (2) hours' notice prior to an employee's regular starting time in the case of lack of work due to unavoidable delay.

10.02 Shifts Providing Friday and Saturday or Sunday and Monday Off

The Company may establish a shift providing for Friday and Saturday or Sunday and Monday as the assigned rest days if such shift becomes necessary. This would only be done after consultation with the Shop Steward and by mutual agreement with the Union.

10.03 Thirty-Two Hour Guarantee

(a) Guarantee for Senior Seventy-Five Percent

The senior seventy-five percent (75%) of regular employees under this Agreement shall be guaranteed thirty-two (32) hours of work per week whether work is available or not, except where there is an unavoidable delay of shipments en route.

(b) Notice of Unavoidable Delay

In the event of an unavoidable delay the Company will post a notice stating the reason.

10.04 Meal Period

The meal period shall be one-half (1/2) hour without pay.

10.05 Coffee Breaks

(a) Eight (8) Hour Shifts

The Company shall permit two paid (2) fifteen (15) minute coffee breaks during a shift – one (1) in the first half of the shift and one (1) in the second half of the shift.

(b) Ten (10) Hour Shifts

The Company shall permit three (3) paid fifteen (15) minute coffee breaks on all ten (10) hour shifts.

10.06 Overtime Notice and Overtime Voluntary

All employees shall be given two (2) hours' notice when required to work overtime if possible. However, the Company will at all times give as much advance notice as possible. Overtime is voluntary. Where overtime is required the Company agrees to offer the overtime on a seniority basis. In the event the senior employee(s) refuse the overtime the most junior employees will be assigned the overtime.

10.07 Overtime Pay

(a) Overtime Continuous with Shift

For overtime that is continuous with an employee's shift, the employee shall be paid for the first two (2) hours of overtime at one and one-half times (1½ x) the employee's

regular rate of pay and at double time (2x) for all time worked thereafter.

(b) Overtime Worked on Assigned Day Off

For overtime worked on an employee's assigned day(s) off, the first eight (8) hours worked shall be paid at double time (2x) the employee's regular rate of pay. The rate to be paid for the 9th and 10th hours on an employee's assigned day(s) off shall be three (3) times the regular rate. The rate to be paid for all hours beyond the 10th hour shall be four (4) times the regular rate. The employee shall be guaranteed a minimum of four (4) hours pay.

(c) Overtime Paid for Call Back

An employee called back to work after his/her shift has ended shall be paid at double time (2x) his/her regular rate of pay and guaranteed a minimum of four (4) hours pay.

10.08 Overtime Pay on Day Off

For the first eight (8) hours worked on an employee's assigned days off, an employee shall be paid at double the employee's regular rate of wages. The rate to be paid for the 9th and 10th hours on an employee's assigned days off shall be three (3) times the regular rate. The rate to be paid for all hours beyond the 10th hour shall be four (4) times the regular rate.

10.09 Overtime Paid Break and Paid Meal Time

Where an employee is required to work in excess of one (1) hour of overtime, the employee shall at the end of the employee's regular shift be entitled to a paid fifteen (15) minute coffee break. Where an employee is required to work in excess of three (3) hours overtime, the employee shall, at the end of the employee's regular shift, be entitled to be paid time off for the purpose of eating. However, such time will be granted consistent with the efficient operation of the business.

10.10 Paid For Full Day if Injured

If an employee after starting work meets with an accident which incapacitates the employee from carrying on the employee's duties, the employee shall be paid the full wages for the day of the injury providing the employee is not in receipt of compensation from the Compensation Board for that day.

10.11 Working in a Higher Wage Category

When an employee is required to do work coming under a higher wage category for more than two hours in any one day the rate of the higher wage category shall apply for that day.

10.12 Wages Defined

The regular rate of wages shall be those set out in Article 13 of this Agreement.

10.13 No Alteration of Shift Assignment For Senior Seventy-Five Percent

Employees within the most senior seventy-five (75) percent of employees under this collective agreement shall be assigned to scheduled work shift and upon being assigned, save where a job has been eliminated due to layoff, an employee's scheduled work shift shall not be altered until six (6) weeks have elapsed from the date of assignment and then only after the employee affected by such alteration has had at least one (1) week's advance notice of such alteration.

10.14 Eight (8) Hour Guarantee

Any regular employee who is scheduled to work or called out to work on a regular work day shall be paid not less than eight (8) hours pay.

10.15 Notice of Layoff

The Company shall be required to give a minimum of seventy-two (72) hours' notice to the senior seventy-five percent (75%) of regular employees in the event of layoffs, except in cases of unavoidable delay.

10.16 Ten (10) Hour Shift

The Company may institute a ten (10) hour shift, allowing for three (3) consecutive days off per week.

10.17 Overtime Pay on Ten (10) Hour Shift

Overtime for employees working ten (10) hour shifts shall be paid at the rate of time and one-half after ten (10) hours and double time after twelve (12) hours.

10.18 Work Weeks Involving Statutory Holiday

Work weeks involving statutory holidays will, **after referral to the Steering Committee**, consist of either ten (10) hour or eight (8) hour shifts for that week, with prior notice given those affected.

10.19 Notice of Layoff if Labour Dispute

In the case of a local labour dispute disrupting the operation at the work place, the senior seventy-five percent (75%) will be given a minimum forty-eight (48) hours' notice of layoff.

10.20 Regular Work Force Defined

The regular work force will be all those who are on the seniority list.

10.21 Annual Posting to Assigned Shifts

(a) Posted in January In Order of Seniority

It is agreed between the Company and the Union that all jobs will be reposted annually in the latter half of January. The Company will determine the size of the regular workforce, qualifications, and hours and days of work, consistent with the terms of this Agreement. Employees will be given preference of these positions in order of seniority.

(b) Shifts Take Effect in February

The changes to shift will take effect at the beginning of the second whole week in February.

10.22 Annual Posting of Assigned Shifts Procedure

(a) Minimum Posted

A minimum of the senior seventy-five percent (75%) of the seniority list will be posted to assigned shifts.

(b) Unfilled Posting

If a posting goes unfilled, it will be assigned to:

- (i) the bottom person in the senior seventy-five percent (75%),
or
- (ii) the next person in order of seniority who is not assigned or posted to a regular shift.

(c) Employees Not Posted

Employees not posted to assigned shifts will work available shifts on a seniority basis. Call in or call back times will be mutually agreed upon.

ARTICLE 11 - HEALTH AND WELFARE PLAN

11.01 Benefits Provided

The Company agrees that the following health and welfare benefits shall be provided during the term of this Agreement for employees working full time as of June 5, 1989 and to all new employees who have accumulated one (1) year's seniority on the regular seniority list, and their dependants, as set out in this Article and as otherwise described in the booklet "Great West Life Group Benefit Plan; Vitran Express Canada Inc.; Vancouver union dock workers; March 1, 2008" Plan Effective date of ratification which shall be initialled by the parties.

Effective March 1, 2014 all new employees must accumulate three (3) year's seniority on the regular seniority list prior to being eligible for benefit coverage.

(a) Medical Coverage

Medical coverage as provided by MSP or equivalent.

(b) Life Insurance

Effective March 1, 2012, Life Insurance coverage with a Life Insurance Company licensed to operate in British Columbia, shall be in the sum of \$60,000.00 covering death from any cause.

(c) Sickness and Accident Insurance

Sickness and accident insurance to provide the following weekly indemnity benefits:

Short Term Disability: Four hundred forty-five dollars (\$445.00) per week, commencing on the first day of accident, fourth day of sickness and continuing thereafter for a maximum of twenty-six (26) weeks. **As of March 1, 2016 STD shall be five hundred and fifty dollars (\$550.00) per week.**

Long term Disability: One thousand dollars (\$1,000) per month to age sixty-five (65).

Accidental Death and Dismemberment Coverage

Accidental death and dismemberment coverage for loss within ninety (90) days of accident of life, limb or sight according to the following schedule:

Loss of Life	\$60,000.00
Loss of both hands or both feet or both eyes	\$25,000.00
Loss of one hand and one foot	\$25,000.00
Loss of one hand and sight of one eye	\$25,000.00
Loss of one foot and sight of one eye	\$25,000.00
Loss of one hand or one foot or sight of one eye	\$20,000 00

11.02 Cost

The cost of the Welfare Plan shall be borne by the Company.

11.03 MSP Reimbursement

Employees hired after June 5, 1989 who have not completed one (1) year on the regular seniority list shall be reimbursed the cost of MSP or equivalent upon producing the proof of payment to their supervisor. Such payment shall be included on their next regular pay cheque.

11.04 Benefit Continuance

(a) Benefit Coverage For Non Work Related Illness or Injury

If an employee having not less than one (1) year's employment with the Company is unable to work because of injury **or illness**, **the Company** shall continue the necessary contributions under the Health and Welfare Plan provisions of the agreement for such employee for a period of up to six (6) months **commencing the month following the month** from the date when such employee became unable to work.

(b) Benefit Coverage For Illness or Injury Under WorkSafe

If an employee having not less than one (1) year's employment with the Company is unable to work because of injury or **illness covered** under the Workers' Compensation **Act**, **the Company** shall continue the necessary contributions under the Health and Welfare Plan provisions of the agreement for such employee for a period of up to **twelve (12) months commencing the month following the month** when such employee became unable to work.

(c) Benefit Coverage on Layoff and Recall

(i) Layoff

In the event an employee is laid off the Company agrees to continue to pay the premiums to provide coverage under the Plans described in Article **11** for **two (2) months** following the month in which the employee is laid off.

(ii) Recall

In the event an employee on lay off is recalled and works five (5) days or more in a calendar month the Company will pay the premiums to provide coverage under the Plans described in Article **11** for that month.

11.05 Paid Sick Leave

(a) Paid Sick Leave Defined

The Company agrees to pay one (1) day per month accumulative sick leave to a total of ten (10) days to be used for sickness only. Sick time to be paid at fifty percent (50%) of the full daily rate to a maximum of ten days per year, with a payout of **100%** of the unused portion in the form of either an RRSP or DPSP on the anniversary date. The Company shall be entitled to require a satisfactory verification of illness after the third (3rd) consecutive day of sickness before an employee is entitled to claim sick leave.

(b) Qualifications for Paid Sick Leave

The Union shall cooperate with the **Company and** shall **encourage members not to abuse the sick leave plan.** In order to qualify for sick leave an employee must have one year's service with the Company.

(i) It is understood that the above is intended to pay only in instances of genuine proven illness and under no circumstances is to be used to have a day off for personal business.

(ii) It is understood that no employee will receive sick pay if the employee is entitled to claim the Company weekly indemnity or group insurance plan or if the employee is on Workers' Compensation.

(c) Verification

In the event the Company has concerns about excessive absenteeism of an individual the Company may, after informing the Shop Steward, insist on verification of illness after any subsequent absences due to illness until notified that the verification is no longer necessary.

11.06 Dental Plan

A **Dental Plan** shall be provided to all employees who were on the seniority list prior to June 5, 1989 and to all other employees with one (1) year's seniority on the regular seniority list.

- (a) There will be no deductibles.
- (b) The Plan will cover:
 - (i) Dental Plan 'A' and all services provided thereunder.
 - (ii) **Dental Plan 'B' and all services provided thereunder.**

(c) The Company will provide every employee with written details of the plan outlining all services provided and any limitations. Maximum annual payout raised to \$2,000 effective March 15, 2011.

11.07 Prescription Drug Plan

- (a) The Company will pay the premiums to provide a Prescription Drug Plan.
- (b) The Prescription Drug Plan will provide coverage for employees with more than one year of seniority hired before March 19, 2010. Effective March 19, 2010 the Plan will provide coverage for newly hired employees with more than three years of seniority
- (c) The Plan, will cover 80 % of the cost of the drug, medicine, serum or vaccine prescribed in a written prescription by a licensed physician with the following exclusions: patent or proprietary medicines where generic substitutions are available, lifestyle medication such as anti-smoking, erectile dysfunction or weight loss medication and excepting charges made for the administration of serums, vaccines or injection drugs. **As of March 1, 2015 The Plan will cover 100% of the above drugs etc.**
- (d) There will be no deductible.
- (e) The Plan will not cover the dispensing fee.

- (f) The Plan limit shall be \$ 1000 per person covered, per year. As of March 1, 2016 The Plan limit shall be one thousand five hundred dollars (\$1500) per person covered per. As of March 1, 2018 The Plan limit shall be two thousand dollars (\$2000) per person covered per.

11.08 Eyewear Plan

An Eyewear Plan shall be provided to all employees who were on the seniority list prior to June 5, 1989 and to all other employees with one (1) year's seniority on the regular seniority list.

(a) There will be no deductibles.

(b) The Plan will cover:

- (i) One hundred dollars (\$100.00) for frames.
- (ii) Unlimited coverage on lenses and contacts.
- (iii) Coverage is every two (2) years.

11.09 No Change to Benefits

The benefits set out in this article, and the eligibility for such benefits, shall not be changed or modified during the life of this Agreement, except by negotiation and the mutual agreement of the Union and the Employer.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Leave of Absence for Full Time Position with Union

Any employee elected or appointed to a full time position with the Union shall be granted an indefinite leave of absence without pay, provided that the Union advises the Company thirty (30) days prior to the beginning of such leave. During such leave, the employee's seniority shall accumulate, health and welfare benefits shall be suspended thirty (30) days after such leave commences and annual vacation benefits shall be suspended immediately. They will both again be in effect the first day the employee returns to work.

12.02 Leave of Absence for Union Business

(a) Forty-eight Hours' Notice Required

The Company may grant a leave of absence without pay to any employee who attends essential Union business. The Union will advise the Company as early as possible when such leave is desired but not less than forty-eight (48) hours' notice shall be given.

(b) Granting of Leave

Such leave shall be granted consistent with the efficient operation of the business. However, such requests will not be persistently or unreasonably denied.

12.03 Jury Duty and Court Attendance

Any regular fulltime employee who is required to perform jury duty on a day on which the employee would normally have worked, or attends Court in response to a subpoena only to give evidence as a witness concerning matters occurring during the regular course of the employee's employment with the Company, will be reimbursed by the Company for the difference between the pay received for jury duty or witness attendance and the regular straight time hourly rate of pay for the employee's regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for jury duty. The employee will be required to furnish proof of jury service or witness attendance and jury duty pay or witness fees received therefore, and the employee shall be responsible to account to the Company for witness fees received both within a subpoena and subsequently to the service thereof. Any employee on jury duty or witness attendance shall, subject to this provision, be available for work before or after being required for such duty whenever practicable. This Article will have no application for an employee on leave of absence or when receiving benefits under the Health and Welfare Programme, Annual Vacations, Workers' Compensation or as otherwise covered in this Agreement.

12.04 Bereavement Leave

In the event of the death in the employee's immediate family and upon request of a regular employee three (3) straight time eight (8) hour days off will be paid by the Company. Immediate family shall be defined as spouse, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren.

12.05 Leave to Attend Funeral

Upon giving twenty-four (24) hours' notice, an employee shall be granted time off without pay for the purpose of attending a funeral, provided that the granting of such time off shall not be inconsistent with efficient operation of the business.

12.06 Leave for Personal Reasons

At the Employer's discretion and upon written request, setting out the reason(s), an employee may be granted a leave of absence without pay for up to six (6) consecutive months. Company approval shall not be unreasonably withheld. If the employee takes a job elsewhere during this leave of absence without joint approval of the Company and the Union, he/she will be considered as having terminated his/her employment. Benefit coverage will end at the end of the month in which the leave commences unless the employee arranges to pay the costs (eg post-dated cheques) in advance of the leave for applicable benefit coverage.

ARTICLE 13 – WAGES

13.01 Classifications and Wage Rates

Classifications

Swampers
Forklift Drivers
Warehousemen

Wage Rates

Effective Mar. 1/14 (1.5%)	Effective Mar. 1/15 (1.5%)	Effective Mar. 1/16 (1.5%)	Effective Mar. 1/17 (1.75%)	Effective Mar. 1/18 (2%)	Effective Mar. 1/19 (2.5%)
\$26.14	\$26.14	\$26.53	\$26.53	\$27.06	\$27.06
	*Lump sum		*Lump sum		*Lump sum

***Lump sum = the applicable percentage times the previous twelve (12) months**

Gross earnings: paid twice per year - 50% April 1st and 50% October 1st

Differential:

Tractor Drivers 2.6% of base rate
Lead Hands 1.6% of base rate

Afternoon shift (start time - 1200 hours to 1800 hours) 4.0% of base rate
Night shift (Start time - 1801 hours to 0600 hours) 5.0% of base rate
Saturday shift 3.0% of base rate
Sunday shift 3.0% of base rate

13.02 Wages Rates for Employees

(a) Wages for Employees Hired after March 1, 2008

Despite Article **13.01** and except as set out in Article **13.02 (b)**, all new employees hired after March 1, 2008 will be paid five dollars (\$5.00) per hour less than the regular rate for the position until they reach their first anniversary with the Company on the regular seniority list. After the first anniversary their wages will be

adjusted so that they are four dollars (\$4.00) per hour less than the regular rate for the position; after the second anniversary their wages will be adjusted so that they are three dollars (\$3.00) per hour less than the regular rate for the position; after the third anniversary their wages will be adjusted so that they are two dollars (\$2.00) per hour less than the regular rate for the position; after the fourth anniversary their wages will be adjusted so that they are one dollar (\$1.00) per hour less than the regular rate for the position and after the fifth anniversary the employee shall receive the regular rate for the position.

(b) Wage Rates for Employees Hired After March 19, 2011

(i) Wage Rates

Effective March 19, **2011** the Company may employ employees who will be paid a rate of \$16.75 per hour during the first two years of employment, \$17.75 during the third year, \$18.75 during the fourth year and \$20.75 thereafter.

(ii) Wage Rates When Posted on an Assigned Shift

After four (4) years of employment and while such an employee is in the senior seventy five percent (75%) of the regular employees on the seniority list who are working (for the purposes of this Article this includes those absent on vacation, bereavement leave, weekly indemnity and less than six (6) months of WorkSafe benefits) the employee shall be paid the rate as per Article 11.02 and based on the anniversary date. When such an employee ceases to be in the senior seventy five percent (75%) of the regular employees on the seniority list who are working the employee shall revert to the rate of \$20.75 until the employee is again in the senior seventy five percent (75%) of the regular employees on the seniority list who are working.

13.03 New Categories of Employment

Where new categories of employment for which rates of pay are not established by this Agreement are put into use rates governing such categories of employment shall be subject to negotiations between the parties. The rate established shall be retroactive to the date of implementation.

13.04 Pay Days

Pay day shall be every second Thursday, for regular work weeks. Weeks following statutory holidays would have their pay days on Friday. The Company shall provide every employee with a separate or detachable written or printed itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the dated pay period, the total hours worked, the total overtime hours worked, either time and one-half or double time, the rate of wages applicable and all deductions made from the gross amount of wages. Whenever reasonably possible, pay cheques shall be issued before an employee starts a scheduled shift.

13.05 Error on Pay Cheque

If, as and when an error occurs in an employee's pay cheque and the amount is equivalent to more than more than one (1) day's pay the employee shall be entitled, on request, to a cheque within forty eight (48) hours Monday through Friday.

13.06 Pay for All Time Worked

All employees covered by this Agreement shall be paid for all time spent in service of the Company. Time shall be computed from the time that the employee is ordered to report for work or registers in, whichever is later, until the employee is effectively released from duty.

13.07 Time Cards

All employees covered by this Agreement shall submit a daily time card to the supervisor on which all work performed and time spent in service of the Company will be recorded.

ARTICLE 14 - HARASSMENT AND DISCRIMINATION POLICY

14.01 Harassment and Discrimination Policy

The Company maintains and will continue to maintain a Harassment and Discrimination Policy. This Policy is applicable to all employees and is designed to ensure a work environment that is free from harassment and discrimination consistent with all legislated requirements for such a policy. Where a complaint under the Policy involves a bargaining unit employee as the complainant(s) or the person(s) complained about, the Company will advise the shop steward and involve the shop steward in the investigation process. The Company may amend the Policy from time to time and will take reasonable steps to ensure that all

employees are familiar with and behave consistently with the requirements of the Policy.

ARTICLE 15 - DURATION OF AGREEMENT



15.01 Duration Defined and Notice

This Agreement shall be effective from and after 1 March, **2014** and remain in effect until **29** February, **2020**, and thereafter from year to year unless written notice of contrary intention, together with particulars of all proposed amendments or changes, is given by either party to the other party. The time limits for the serving of notice and particulars shall be applicable as prescribed as follows: The notice and particulars required hereunder shall be delivered to the other party within four (4) months prior to the expiration of this Agreement in accordance with the provisions of the Canada Labour Code. Within fifteen (15) days after receipt of such notice, the parties hereto shall begin negotiations unless extension of times is mutually agreed upon.






15.02 No Strike or Lockout During Term of Agreement

It is mutually agreed that there shall be no strike, lockout or slowdown, whether sympathetic or otherwise during the term that this Agreement shall be in force.

SIGNED this 28 day of October, **2013** at Surrey. BC
FOR VITRAN EXPRESS CANADA INC.


Rick Garnett

John Bourhill

FOR UNIFOR LOCAL 114


Patrick Collins

Sylvain LeBlanc

Mark Rowland

Carel Henri

Mark Mistic

Kevin Hancock

LETTER OF AGREEMENT #1

BETWEEN

**VITRAN EXPRESS CANADA INC.
(THE COMPANY)**

AND

**UNIFOR LOCAL 114
(THE UNION)**

WHEREAS the parties are desirous of resolving a number of outstanding issues and concluding a resolution which will foster employment security and harmonious relations:

THE PARTIES agree as follows:

1. The Company confirms that it intends to continue to utilize Owner/Operators or brokers and has no intention and no business plan to otherwise contract out or sell the Vancouver pickup and delivery work and will not contract out any more pickup or delivery work than previously done in seasonal or unexpected overload situations during the currency of the dock workers agreements revised and settled as per this Agreement.
2. It is also understood that the Union has advised that it no longer wishes to represent the owner/operators and confirms that it has taken all necessary steps to have cancelled the certification order dated May 27, 1996 and the Union further agrees it will not, while it continues to represent the dockworkers make a further such application or other application with a view to being certified to represent the owner/operators or their drivers.
3. **The Parties agree that a new Collective Agreement covering dockworkers, will be concluded as per Schedule 1 to this Agreement, subject to ratification of the affected membership.**
4. (a) The Union will respect any previous agreement made between the Company and the Union regarding Maxximum Express Service. Further the Union has no intention to apply to any Board for a single or common employer, nor similar applications, so long as the previous agreement is honoured. The previous agreement is summarized in Schedule 2. In addition the Company confirms that Maxximum has agreed that during the currency of the revised and renewed collective agreement it will continue to utilize the Vitran dock for expedited freight.

(b) In consideration of the Union agreeing to the terms of this Agreement and agreeing to foster a climate of labour peace during the renewed and revised dock worker Collective Agreement the Company confirms that it has dropped consideration of alternative operational methods and has no intention and no business plan to contract out or sell the Vancouver warehouse operation. Further the Company agrees that it will not during the currency of the revised and renewed Collective Agreement utilize any related company or subsidiary or division of the Company to deprive any employee of work which is presently part of the normal work of employees of the Company at its Vancouver warehouse operation.

5. With all necessary changes, **Article 6** of the Collective Agreement between the parties shall form part of this Agreement.

6. The parties agree to take such further action and to execute such further documents as may be necessary to carry out the purposes of this Agreement.

SIGNED this 28 day of October, **2013** at Surrey. *BC*

FOR VITRAN EXPRESS CANADA INC.

FOR UNIFOR LOCAL 114


Rick Garnett


Patrick Collins



John Bourhill


Sylvain LeBlanc


Mark Rowland


Carel Henni


Mark Mistic


Kevin Hancock



SCHEDULE 2 - AGREEMENT RE: MAXXIMUM

- I. Vitran may use Maxximum for expedited freight and may use an outside agent to provide that service and **Unifor** will not claim the work for the dockworkers through a single or common employer nor a similar application.
2. If Maxximum introduces or moves into non-expedited or low end service and doesn't use dockworkers for that work, it would be a violation of #1 and **Unifor** would be released from #1.
3. Maxximum may try to utilize the Vitran dock for expedited freight on the understanding that if it doesn't work out then Maxximum may remove its expedited freight work without any claims that it is the work of the dockworkers.


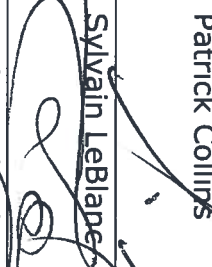




This LOA is effective July 21, 2013.

SIGNED this 28 day of October, 2013 at Surrey BC.

FOR VITRAN EXPRESS CANADA INC.


Rick Garnett

John Bourhill

FOR UNIFOR LOCAL 114


Patrick Collins

Sylvain LeBlanc

Mark Rowland

Carel Henry

Mark Mistic

Kevin Hancock

LETTER OF UNDERSTANDING #2

BETWEEN:

**VITRAN EXPRESS CANADA INC.
(the Company)**

AND:

**UNIFOR LOCAL 114
(the Union)**

Re: DMR

The Company and the Union have discussed **continuing to have** some or all the traffic of DMR Northbound to Vancouver ex US via Seattle moved from agents as per past arrangements and redirected to be handled by Vitran Express Canada Inc. employees represented by the Union under the Collective Agreements in place from time to time.

The Company agrees that during the currency of the revised and renewed Collective Agreement it will endeavour to redirect the traffic as described above.

The Union agrees that the Company retains flexibility with respect to this work and agrees that, if the Company, after the currency of the revised and renewed Collective Agreement, decides that all or any part of the work is to be redirected from Vitran, the Union will not claim the remaining nor the transferred work for employees under any provision of the Collective Agreement nor will it advance any claim to the labour board with respect to the work.

This LOU is effective July 21, 2013.

SIGNED this 18 day of October, **2013** at Surrey BC.

FOR VITRAN EXPRESS CANADA INC.

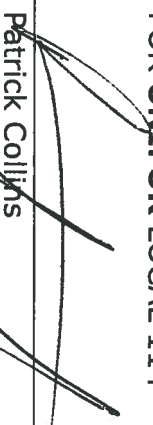


Rick Garnett



John Bourhill

FOR UNIFOR LOCAL 114



Patrick Collins



Sylvain LeBlanc



Mark Rowland



Carel Henry



Mark Misic



Kevin Hancock

LETTER OF UNDERSTANDING #3

BETWEEN:

**VITRAN EXPRESS CANADA INC.
(the Company)**

AND:

**UNIFOR LOCAL 114
(the Union)**

Re: Intra BC

The Company is willing to continue the business of transporting to and from points in BC not presently serviced through Vitran facilities by owner/operators or brokers operating out of the Surrey Vitran **facilities**.

The Company agrees that during the currency of the revised and renewed Collective Agreement it will endeavour to redirect the traffic as described above.

The Union agrees that the Company retains flexibility with respect to this work and agrees that, if the Company, after the currency of the revised and renewed Collective Agreement, decides that all or any part of the work is to be redirected from Vitran, the Union will not claim the remaining nor the transferred work for employees under any provision of the Collective Agreement nor will it advance any claim to the labour board with respect to the work.

This LOU is effective July 21, 2013.

SIGNED this 28 day of October, **2013** at Surrey BC.

FOR VITRAN EXPRESS CANADA INC.



Rick Garnett

John Bourhill



FOR UNIFOR LOCAL 114



Patrick Collins

Sylvain LeBlanc



Mark Rowland



Carel Henri



Mark Mistic



Kevin Hancock

LETTER OF UNDERSTANDING #4

BETWEEN:

VITRAN EXPRESS CANADA INC.
(the Company)

AND:

UNIFOR LOCAL 114
(the Union)

Re: Vacation Time Payout - Waived Vacation

Employees must schedule and take a mandatory three (3) weeks of their vacation entitlement within the vacation year after it has been earned. It is agreed that employees with four (4) weeks or more vacation allotment per year will first schedule and then be able to waive their right to the vacation time off in excess of three (3) weeks and work through their vacation week or weeks in excess of three (3) weeks' vacation. This will be referred to as waived vacation. Employees will receive their pay for the waived vacation on the payday prior to the waived vacation. The employee may elect to have the vacation pay for waived vacation paid out in the normal fashion or contributed directly to the DPSP. No vacation or waived vacation will be allowed to be carried over into the next calendar year.

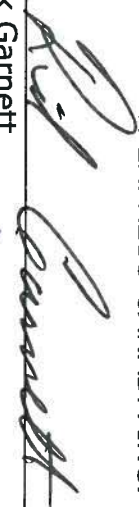
There will be no scheduling of waived vacation during prime time. Prime time is June 1 to September 30 inclusive.

This option to elect a payout for waived vacation must be made at the time of the yearly vacation bidding and be in compliance with the Articles as set out in the collective agreement regarding vacation time. Any later cancellations of vacation or waived vacation will only be allowed with the mutual agreement from the Union and Company. It is understood that any employee permitted to cancel the election for payout and electing to take vacation will then be put at the bottom of the vacation list regardless of seniority.


This letter of understanding will come into **effect** at the yearly vacation bidding time in 2009.

SIGNED this 28 day of October, **2013** at Surrey BC.

FOR VITRAN EXPRESS CANADA INC.


Rick Garnett
John Bourhill

FOR UNIFOR LOCAL 114


Patrick Collins
Sylvain LeBlape
Mark Rowland
Carel Henni
Mark Mistic
Kevin Hancock

LETTER OF UNDERSTANDING #5

BETWEEN:

**VITRAN EXPRESS CANADA INC.
(the Company)**

AND:

**UNIFOR LOCAL 114
(the Union)**

Re: Vacation Time Payout

It is agreed that employees with four (4) weeks or more vacation allotment will be able to work through their vacation week or weeks in excess of three (3) weeks' vacation which must be taken in return for either straight pay or the option of payment to a DPSP.


This option must be made at the time of the yearly vacation bidding only. Any cancellations will only be allowed with the mutual agreement from the Union and Company. It is understood that any employee cancelling this provision will then be put at the bottom of the vacation list regardless of the employee's seniority.

This letter of understanding will come into **effect** at the yearly vacation bidding time in 2009.

SIGNED this 28 day of October, **2013** at Surrey BC.

FOR VITRAN EXPRESS CANADA INC.


Rick Garnett


John Bourhill

FOR UNIFOR LOCAL 114


Patrick Collins


Sylvain LeBlanc


Mark Rowland


Carel Henni


Mark Mistic


Kevin Hancock

LETTER OF UNDERSTANDING #6

BETWEEN:

VITRAN EXPRESS CANADA INC.
(the Company)

AND:

UNIFOR LOCAL 114
(the Union)

Re: Union Steering Committee

The Union will develop a Steering Committee to co-manage, with the Company, the process of vacation scheduling, **weekly scheduling**, posting procedures and future job classifications. This Committee will consist of one (1) member from each shift and the Chief Shop Steward.

It will be the duties of the committee to ensure that the above will be done on fair and equitable basis for all employees.

SIGNED this 28 day of October, 2013 at Sunny. Be

FOR VITRAN EXPRESS CANADA INC.

Rick Garnett

John Bourhill

FOR UNIFOR LOCAL 114

Patrick Collins

Sylvain LeBlanc

Mark Rowland

Carel Henri

Mark Mistic

Kevin Hancock

LETTER OF UNDERSTANDING #7

BETWEEN:

VITRAN EXPRESS CANADA INC.
(the Company)

AND:

UNIFOR LOCAL 114
(the UNION)

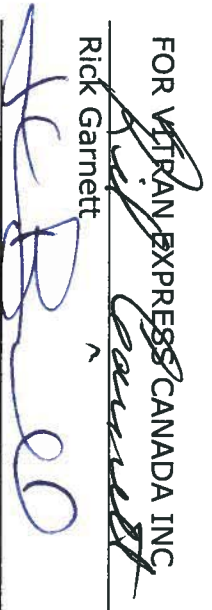
Re: Day Off in Lieu of a Statutory Holiday

1. If in its discretion, the Company decides to operate on a statutory holiday, then not withstanding Article 7, the employees in the bottom twenty-five percent (25%) of the seniority list may be scheduled to work the statutory holiday at straight time. **If an employee from the top seventy-five (75%) works the statutory holiday he/she will be paid at double time (2X).**
2. Employees who work the statutory holiday at straight time as above shall be entitled to another day off in place of that statutory holiday so that the employee has three (3) consecutive days off within seven (7) days prior to or seven (7) days after the statutory holiday worked. The seven (7) days may be extended only at the request of the employee and the mutual agreement of the Company and the Union.

SIGNED this 28 day of October, **2013** at Surrey BC.

FOR ~~VITRAN EXPRESS~~ CANADA INC

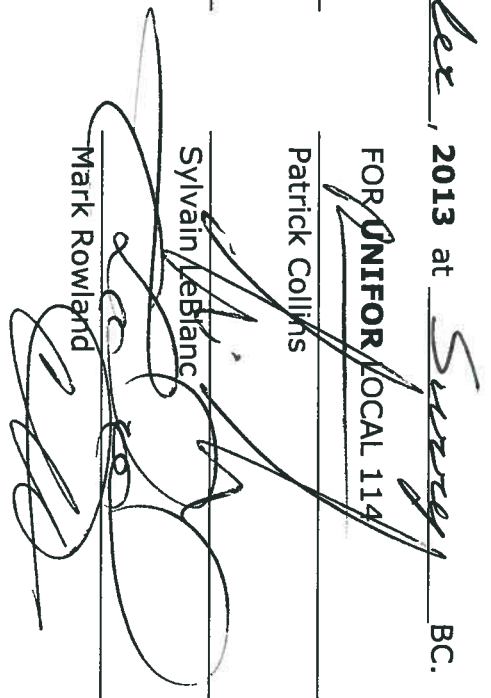
Rick Garnett



John Bourhill

FOR UNIFOR LOCAL 114

Patrick Collins



Sylvain LeBlanc

Mark Rowland

Carel Henni

Mark Mistic

Kevin Hancock

LETTER OF UNDERSTANDING #8

BETWEEN:

**VITRAN EXPRESS CANADA INC.
(the Company)**

AND:

**UNIFOR LOCAL 114
(the UNION)**

Re: SORTATION AND "FORZANI WORK"

The Company, in consideration of the concessions the Union has made to help secure work of the low-end type referred to as the "Forzani type" of work, agrees that in the event that employees hired prior to March 19, 2011 face layoff because the Company has no work available for such employee other than the "Forzani type" of work, the employee about to be placed on lay off shall have the option of being placed on layoff or continuing to work, but only on the "Forzani type" of work, at the wage rate of \$19.00 per hour with all other provisions of the collective agreement applying.

The Company agrees that DMR, INTRA and Maxximum Express work will for the duration of this Collective Agreement be included as "Forzani work" under this LOU and the terms of the Letter of Agreement dealing with Maxximum and the Letters of Understanding dealing with DMR and Intra.

This LOU is effective July 21, 2013.

SIGNED this 28 day of October, **2013** at Surrey BC.

FOR VITRAN EXPRESS CANADA INC.


Rick Garnett

John Bourhill

FOR UNIFOR LOCAL 114


Patrick Collins

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Mark Rowland

Carel Henni

Mark Mistic

Kevin Hancock

LETTER OF UNDERSTANDING #9

Between

Vitran Express Canada Inc.
(The Company)

And
UNIFOR Local 114
(The Union)

Re: Vacation Scheduling

This Letter of Understanding will take precedence over provisions of the collective agreement concerning vacation scheduling in the event there is a conflict.

For purposes of this Letter of Understanding only an "on call employee" is an employee that does not hold a regular posting acquired as per Article **10.22** of the Collective Agreement.

For the purpose of vacation scheduling and this Letter of Understanding only, there will be two (2) categories of employees as follows:

Warehousemen: An employee in the Swampers, Forklift Drivers and Warehousemen classification; and

Drivers: An employee in the Swampers, Forklift Drivers and Warehousemen classification that earns a Truck Driver differential.

- 1.** For the purpose of vacation scheduling only, an employee will be entitled to schedule their vacation based on their seniority in either driver category or the warehousemen category. **With regards to determining the number of employees allowed off at any one time, the seniority list will be frozen as of every February 28th, and the number of employees employed at that time will be used for calculating the seventeen percent (17%) as per #8 below.**
- 2.** An employee will only be entitled to schedule their vacation based on their seniority in one of the above categories if the employee has taken a posting in one of the two (2) categories as per Article **10.22**.
- 3.** An employee who takes a driving posting as per Article **10.22** may only bid on other driving posting for the duration of the year. An employee who takes a warehousemen posting as per Article **10.22** can only bid on other warehousemen postings for the duration of the year.

4. In the event a posting is eliminated or there is a layoff, an employee shall have the right to exercise their seniority and qualification for any position as per Article **10.13** and 3.04 (a) regardless of the posting that was taken as per number 3 above.
5. All vacation time taken will be filled **if required**, with a vacation relief posting except vacation time of one (1) week or less. Vacation relief time of one (1) week or less will be filled **if required**, with employees who do not have a posted position.
6. All vacation relief postings will be filled on the basis of seniority within the driver category or warehousemen category. The vacancy as a result of an employee taking a vacation relief posting shall be filled on the basis of seniority. The subsequent vacancy caused by the employee taking the second (2nd) posting will be filled with an on call employee.
7. The Steering Committee or designate and management will have the responsibility of filling vacancies.
8. The number of employees allowed away at and one time will be seventeen percent (17%) of either the driver or warehouseman category.
9. In the event a vacation is changed or as a result of Article **7.11** that vacation will be re-bid on the basis of seniority.
10. An employee who bids on a vacation relief posting will not be entitled to take vacation during the same time as the vacation relief posting being filled.
11. In the event an employee who has taken a vacation relief posting takes another posting for another position the employee will be required to work the vacation relief as per the vacation relief posting. The work that the employee would otherwise be doing had the employee not taken the vacation relief posting will be performed by an in call employee.
12. In the event an employee takes a posting on the same shift that the employee has taken a vacation relief posting, that vacation relief posting will be rebid on the basis of seniority as per number 6 above.
13. Any vacation time remaining after this process has been completed will be bid on the basis of seniority.

14. No employee hired after **March 19, 2011** will be entitled to take vacation in prime time except by mutual agreement by the Company and the Union.
15. Vacation pay will be paid as per regular pay every two (2) weeks.
16. **Prime time vacation months are from June 1st to September 30th in any given year. It is understood that only three (3) weeks of any given vacation entitlement within a calendar year can be used during the prime time season. If at the end of all employee selections, there are unclaimed weeks left in the prime time segment, it will be offered back to the employees on a seniority basis as per their posted shift.**
17. **An employee who has a statutory holiday fall within his/her vacation period will not be entitled to cover vacation relief during that week in which the day in lieu falls.**

SIGNED this 28 day of October, 2013 at Surrey BC.

FOR VITRAN EXPRESS CANADA INC.

FOR UNIFOR LOCAL 114

Rick Garnett

Patrick Collins

John Bourhill

Sylvain LeBlanc

Mark Rowland

Carel Henni

Mark Mistic

Kevin Hancock

LETTER OF UNDERSTANDING #10

Between

Vitran Express Canada Inc.
(The Company)

And
UNIFOR Local 114
(The Union)

Re: DAY SHIFT POSTINGS TRIAL (2013)

The Company and the Union via the Steering Committee have agreed to create a letter of understanding that allows the dayshift crew size to remain larger during slower shipping periods.

This letter of understanding waives the ability of members to exercise the thirty-two (32) hour work guarantee (Dayshift only) when there is a lack of work as per **10.03 (a)**

This letter of understanding will run until December 31st 2013 when it will be reviewed to see if it should be extended by mutual agreement. It is understood that the Dayshift members will have the ability to bump non posted Afternoon shifts when they miss a dayshift due to a lack of work as per Article 3.07 (a).

SIGNED this 28 day of October, **2013** at Surrey BC.

FOR VITRAN EXPRESS CANADA INC.



Rick Garnett

John Bourhill

FOR UNIFOR LOCAL 114


Patrick Collins

Sylvain LeBlanc


Mark Rowland

Carel Henry


Mark Mistic


Kevin Hancock

LETTER OF UNDERSTANDING #11

Between

Vitran Express Canada Inc.
(The Company)

And
UNIFOR Local 114
(The Union)

Re: LONDON DRUGS WORK AT VITRAN

London Drugs is a significant customer of the Employer and generates significant work for the Employer's employees represented by the Union. The Parties to this Letter of Understanding agree that it is in their mutual best interest to facilitate London Drugs in its management and administration of material handled by the Employer and members of the Union. London Drugs wants to perform some administrative work at the Vitran facility using London Drugs' own employees. This is work normally done at the London Drugs' warehouse. The Parties agree to the following terms to have this accomplished and further agree that this Letter of Understanding will be provided to London Drugs and that London Drugs may rely on the representations contained in this Letter of Understanding.

- 1) The London Drugs Employees (LDEs) will not supervise or direct the work of Vitran employees nor will the LDEs recommend discipline of a Vitran employee.
- 2) The LDEs shall only count (which may include opening a box), scan, check numbers, label, verify block and tie London Drugs freight only.
- 3) The Vitran employees will continue to count the freight as it exits the trailers as is the current practice.
- 4) The LDEs will not use any of the Vitran material handling equipment.
- 5) The LDEs will not utilize Vitran bargaining unit lunchrooms, washrooms or change rooms.
- 6) The LDEs will comply with all Vitran Company policies and Vitran health and safety procedures and policies.

7) The Union agrees that the LDEs are employees of another Employer and cannot be varied into the certification and therefore would not pursue certification of these employees.

8) The Union also agrees that the LDEs working at the Vitran facility would not be a unit appropriate for collective bargaining and agrees and represents that it will not attempt to organize or seek certification for the LDEs unless the LDEs were included in another unit appropriate for collective bargaining as provided for by the Canada Labour Code.

9) The Parties agree that this Letter of Understanding will expire February 29, 2020 unless renewed by the Parties.

SIGNED this 28 day of October, 2013 at Surrey BC.

FOR VITRAN EXPRESS CANADA
INC.

FOR UNIFOR LOCAL 114


Rick Garnett


Patrick Collins


John Bourhill


Sylvain LeBlanc


Mark Rowland


Carel Henn


Mark Mistic


Kevin Hancock

LETTER OF UNDERSTANDING #12

Between

Vitran Express Canada Inc.
(The Company)

And
UNIFOR Local 114
(The Union)

Re: Vacation Time

It has been brought to the attention of the Bargaining Committee from the membership that there has been a need for a restructuring of the holiday entitlement within the prime time months. These months will include from June 1st to September 30th in a given year.

The new understanding will be that only three weeks of any given holiday entitlement within that calendar year can be used during the prime time season. If at the end of all employee selections, there are unclaimed weeks left in the prime time segment, this then will be offered back to the employees on a seniority basis as per their posted shift.

This letter of understanding will come into effect at the yearly holiday bidding time in 2009.

SIGNED this 28 day of October, 2013 at Surrey BC.

FOR VITRAN EXPRESS CANADA INC.

FOR UNIFOR LOCAL 114


Rick Garnett


Patrick Collins


John Bourhill


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Mark Rowland


Carel Henni


Mark Mistic


Kevin Hancock

LETTER OF UNDERSTANDING #13

Between

Vitran Express Canada Inc.
(The Company)

And
UNIFOR Local 114
(The Union)

RE: OPERATIONAL RESTRUCTURING PLANS

During negotiations the Union requested a letter outlining the Company's intentions on restructuring the Operation Plans for the dock.

It is the expectation that with the enabling provisions in the new CBA the Company will be able to attract more and new work.

The Company will be restructuring operationally to best address the areas of change which will accompany this work. This will require training in all methods of operation procedures, safety, DGF training and performance reviews. It is the intention to assign these intensive and time consuming duties **to the responsibility of the Dock and Building Supervisor and concurrently relieve him of some daily duties such as discipline and grievances. These latter duties** (except in the case of emergency or when a supervisor is absent or on vacation or otherwise unavailable) will be handled by the Shift Supervisor Level in conjunction with the Operations Manager.

To be clear, the day to day issues should and will be dealt with at a Shift Supervisor level. It is important that our Supervisors and Dock personnel understand this change. We look forward to a positive and respectful work environment enhanced by our Steering Committee meetings. These meetings should foster better workplace communications as well as a day to day quality control.

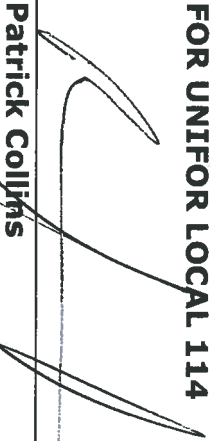
The Company will continue to have Union Steering Committee involvement in the following processes; **yearly postings, yearly vacations, vacation coverage, and weekly scheduling.** These changes are innovative and certainly foster a climate of working together. Our supervisory staff and dock personnel will need to adjust to these new procedures but once they see the process working I am confident that there will be a buy in by all.


SIGNED this 28 day of October, 2013 at Surrey BC.

FOR VITRAN EXPRESS CANADA
INC.

FOR UNIFOR LOCAL 114


Rick Garnett


Patrick Collins


John Bourhill


Sylvain LeBlanc

Mark Rowland



Carel Henni

Mark Mistic



Kevin Hancock

NOT ATTACHED TO COLLECTIVE AGREEMENT