

**COLLECTIVE AGREEMENT**

**SUPERIOR PROPANE  
(A Division of Superior Plus LP)**

**and**

**TEAMSTERS LOCAL UNION NO. 31**

**January 1, 2014 – December 31, 2016**

## TABLE OF CONTENTS

Article 1 Definitions .....	1
Article 2 Bargaining Agency .....	2
Article 3 Union Security .....	3
Article 4 Deduction of Dues & Other Payments.....	3
Article 5 Shop Steward .....	4
Article 6 Grievance Procedure and Arbitration .....	4
Article 7 Seniority.....	7
Article 8 Performance of Duty .....	10
Article 9 Proper Records Kept.....	10
Article 10 Days and Hours of Work and Overtime .....	10
Article 11 Eating and Rest Periods.....	13
Article 12 Classifications and Wage Rates.....	13
Article 13 Pay Day and Pay Statements.....	14
Article 14 Leave of Absence .....	14
Article 15 Annual Vacations .....	17
Article 16 General Holidays.....	19
Article 17 Protection of Rights.....	20
Article 18 Work Clothes, Equipment & Tool Replacement.....	21
Article 19 Bonding and Licensing .....	22
Article 20 Technological Changes.....	23
Article 21 Separation of Employment .....	24
Article 22 Severance Pay.....	24
Article 23 Apprenticeship .....	24
Article 24 Sub-Contracting .....	25
Article 25 Management Rights .....	27
Article 26 Medical Examinations .....	27
Article 27 Managed Rehabilitation Care.....	28
Article 28 Safety and Health.....	28
Article 29 Truck Maintenance and Safety.....	29
Article 30 Legal Action .....	30
Article 31 Health and Welfare Plan .....	30
Article 32 Pension Plan.....	30
Article 33 Union Notices.....	30
Article 34 Inspection Privileges .....	31
Article 35 Conflicting Agreement.....	31
Article 36 Transfer of Title or Interest.....	31
Article 37 Invalid Provisions & Replacement .....	32
Article 38 Duration of Agreement .....	32

<b>APPENDIX "A" - WAGE SCALES</b>	<b>A-1</b>
<b>APPENDIX "B" - TEAMSTERS NATIONAL BENEFIT PLAN</b>	<b>B-1</b>
<b>APPENDIX "C" - TEAMSTERS NATIONAL PENSION PLAN</b>	<b>C-1</b>
<b>ADDENDUM</b>	<b>ADDENDUM</b>
<b>LETTER OF UNDERSTANDING #1 CLASSIFICATIONS AND WAGE RATES</b>	<b>LOU 1-1</b>
<b>LETTER OF UNDERSTANDING #2 INDUSTRY ADVANCEMENT FUND</b>	<b>LOU 2-1</b>
<b>LETTER OF UNDERSTANDING #3 WORKFORCE AUGMENTATION</b>	<b>LOU 3-1</b>
<b>LETTER OF UNDERSTANDING #4 DUAL CLASSIFICATIONS</b>	<b>LOU 4-1</b>

BETWEEN:

**SUPERIOR PROPANE**, a division of Superior Plus LP  
(the "Company")

AND:

**TEAMSTERS LOCAL UNION NO. 31**, affiliated with The  
International Brotherhood of Teamsters and Teamsters  
Canada  
(the "Union")

**Article 1**  
**Definitions**

In this Agreement the following terms have the following meanings:

- 1.1 **"Agreement"** means this agreement, including all Schedules and Exhibits, as it may be supplemented, amended, restated or replaced by written agreement between the Parties.
- 1.2 **"Blackout Period"** means the days of December 1 through to December 31.
- 1.3 **"Business"** means the propane distribution and propane equipment service operations of the Company in British Columbia and the Yukon.
- 1.4 **"Employee"** means any individual employed by the Company performing work in any job which is covered by the certificate and this Agreement in British Columbia, excluding management, supervisors (including operations and office), sales staff and those excluded by the Code.
- 1.5 **"General Holidays"** means:
- |                |                  |                 |
|----------------|------------------|-----------------|
| New Year's Day | Canada Day       | Remembrance Day |
| Family Day     | B.C. Day         | Christmas Day   |
| Good Friday    | Labour Day       | Boxing Day      |
| Victoria Day   | Thanksgiving Day |                 |
- 1.6 **"Geographic Area"** means the three separate areas of:
- (a) Vancouver Island,
  - (b) Northern British Columbia, and
  - (c) the Yukon Territory.
- 1.7 **"Parties"** means the Company and the Union.

- 1.8 **"Probationary Employee"** means an employee who has not completed their probationary period.
- 1.9 **"Regular Employee"** means an employee who is:
- (a) available for and working in regular scheduled, full-time employment with the Company;
  - (b) scheduled to work more than 1500 hours in a calendar year;
  - (c) not holding other outside employment, except where such employment may be specifically permitted under this Agreement; and
  - (d) not a Probationary Employee.
- 1.10 **"Technological Changes"** means the introduction and utilization of vehicular and other equipment changes which have not previously been used within the propane industry as covered by the bargaining unit and the use of which results in the termination or the laying off of Regular Employees.

## **Article 2 Bargaining Agency**

- 2.1 The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company, as described in the Order dated November 18, 2003 for the consolidated certification, and any future variances as may be granted by the British Columbia Labour Relations Board excluding management, supervisors (including operations and office), sales staff, and those excluded by the Code.
- 2.2 All work within the bargaining unit shall be performed only by those individuals coming within the bargaining unit who are members of the Union as prescribed herein. Further to this, no work shall be done by an outside jobber, contractor, or agency that falls within the scope of any work the Company performs for remuneration, unless:
- (a) all employees are working;
  - (b) Employees cannot perform the work required to be done; or
  - (c) as provided under Article 24 (Sub-Contracting).
- 2.3 The Company will be permitted to set up dealerships to make propane deliveries or service propane equipment and appliances on behalf of the Company within the area covered by the certification, provided that such dealerships will not result in the loss of employment of any employees. The Company will discuss any new dealerships with the Union and will consider proposals from the Union, on a case by case basis, regarding the dealerships and any employees impacted by a dealership. All dealers, if individuals, shall be required to be members of the Union, and if they hire employees an agreement acceptable to the Parties shall apply. If an agreement acceptable to the Parties is not concluded within 30 days,

or such longer period of time as mutually agreed to by the Parties, then an agreement similar or identical to this Agreement shall apply.

- 2.4 The Company shall provide to the Union upon request a complete list of all dealerships. A dealership delivers propane and/or services propane equipment or appliances. An agent is a service station or other business that fills cylinders from a stationary tank on its premises.

### **Article 3 Union Security**

- 3.1 All employees covered by the Union's certification and Agreement who are now members of the Union will remain members as long as they remain employees of the Company (unless they are promoted out of the bargaining unit and as provided in Section 3.3). All new employees must, as a condition of employment, make an application to become a member of the Union immediately upon their commencing their employment hereunder.
- 3.2 It is the Company's responsibility to provide each new employee with application and death benefit cards. The Company will, on each month's check-off list sent to the Union, show the name, site and home address of each new employee hired since the previous check-off was sent to the Union.
- 3.3 If any employee covered by the bargaining unit shall cease, at any time, to be a member in good standing of the Union, the Company will, upon notification from the Union, discharge such employee.
- 3.4 If the Company has purchased or purchases any other company in the same Business, the terms and conditions of this Agreement will apply to that company and any employees employed in categories that are covered by the terms of this Agreement as permitted by the *Labour Relations Code of British Columbia*.

### **Article 4 Deduction of Dues & Other Payments**

- 4.1 The Union will each month mail to the Company a check-off form, in duplicate, setting out the names of each employee in the Union and the amounts of monies they owe.
- 4.2 The Company will also on each monthly check-off list show the names of all employees who commenced and discontinued employment in each month, and the Company will deduct and remit to the Union an amount equal to the monthly dues of the said Union for each new employee hired by the Company each month as soon as a new employee has completed three working days of employment. If the Union check-off has been remitted for that month, the specified amount will be added to the next month's check-off and shown as the previous month's dues deducted from such new employee.

- 4.3 Upon the completion of three working days of employment, all employees will be required to sign an authorization of check-off of Union dues, initiation fees, fines and assessments which may be levied by the Union in accordance with its Constitution and By-Laws. Such monies deducted will be forwarded to the Secretary-Treasurer of the Union together with one copy of the check-off list not later than the tenth day of the month.
- 4.4 The Company will record on each employee's annual T- 4 Statement the total Union dues deducted and submitted on behalf of that employee.
- 4.5 All Union dues and Health and Welfare Plan contributions are to be trust monies and will be paid to the party entitled thereto not later than ten days after such deductions are made. If the Company defaults in its payment of Health and Welfare Plan contributions and Union dues, the Union may require the Company to post with the Union a bond in any amount, not exceeding the equivalent of three months total contributions covering the items specified herein for the individual(s) involved.

## **Article 5 Shop Steward**

- 5.1 The union may appoint a Shop Steward in each site as required, to monitor compliance with the provisions of this Agreement and to process any grievances or infractions of this Agreement. There shall be no discrimination against the Shop Stewards for lawful Union activities, including processing grievances during working hours. Reasonable prior notice of Union activities will be given to the Company, and permission to undertake those activities will not be denied as long as they do not interfere with Business operations.
- 5.2 The Shop Stewards have no authority to alter, amend, violate or otherwise change any part of this Agreement. The Shop Stewards will report to the Union officers and the Company any violations of this Agreement.
- 5.3 The Union will advise the Company of the identity of all stewards and will also give notice within 24 hours of any new appointment or removal thereof.

## **Article 6 Grievance Procedure and Arbitration**

- 6.1 Any complaint, disagreement or difference of opinion between the Company, the Union or the employees which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance. Before a grievance is formally lodged, an employee shall first discuss the matter with his Supervisor/Market Manager.
- 6.2 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within 30 days following the event giving rise to

such grievance will be forfeited and waived. This provision will not be used to deny any employee their rights under applicable legislation.

### 6.3 Grievance Procedure

#### **Step 1**

The employee(s) involved, by themself(ves) or with the shop steward or with the Union representative, shall first take up the matter with the Supervisor/Market Manager, within 30 days of the grievance arising.

#### **Step 2**

If, after 10 days attempts to resolve the dispute are not successful and the employee, the Union or the Company wish to pursue the matter, the grievance will be presented in writing and signed by the employee(s) and/or the Union representative or Company representative and shall contain:

- (a) the details of the grievance; and
- (b) the corrective action requested.

If a solution to the dispute is reached at this Step 2, it shall be final and binding.

#### **Step 3**

If the procedure set forth in Step 2 does not result in a solution being reached within 10 days, the matter will be referred to an officer of the Union and a management representative of the Company, and they shall meet within seven days, or within such further period as the Company and the Union agree to in writing, to attempt resolution. If a solution to the dispute is reached at this Step 3, it will be agreed to in writing and shall be final and binding.

#### **Step 4**

If the procedure set forth in Step 3 does not result in a solution being reached within 10 days, the grievance may be submitted to arbitration.

### 6.4 Arbitration

- (a) If the parties fail to agree upon an arbitrator within five days (excluding Saturdays, Sundays and General Holidays) after a Party has served written notice on the other Party of its intention to refer the matter to an arbitrator, the Minister of Labour will be requested to appoint an arbitrator.
- (b) If the arbitrator finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been unjustly suspended or discharged or laid off, that employee shall be reinstated by the Company without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension, discharge or layoff had not taken place.



However, if it is shown to the arbitrator that the employee has been in receipt of wages from other jobs during the period of discharge or suspension or layoff and reinstatement, the amount so received shall be deducted from wages payable by the Company pursuant to this clause less any expenses which the employee has incurred in order to earn the wages so deducted. Also the arbitrator, if circumstances are established, which in the opinion of the arbitrator makes it just and equitable to do so, shall have the authority to order the Company to pay less than the full amount of wages lost.

- (c) The arbitrator shall be required to hand down a decision within 14 days (excluding Saturdays, Sundays and General Holidays) following completion of the hearing and this decision will be final and binding on the Parties to the dispute and shall be promptly applied. This time limit may be extended by agreement of the Parties.
- (d) The arbitrator shall have the authority to determine whether a particular issue is arbitrable under this Agreement. The arbitrator shall not make any decisions which would alter, modify, amend, add to or subtract from any part of the Agreement, except where specifically permitted in this Agreement, but this shall not limit the other general powers of the arbitrator
- (e) The Parties shall pay its own costs of arbitration, and will share equally the costs of the chair of the arbitration board or the single arbitrator.
- (f) Any discharged or suspended employee may, within 72 hours of his discharge or suspension, in writing, require the Company to give him reasons for the discharge or suspension, and the Company shall give such reasons to, the employee in writing, within 72 hours (3 working days, excluding weekends) of receiving such request. The Union will be copied on same. Only such reasons set forth may be used before the arbitrator.
- (g) An authorized agent of the Union or Company may invoke the Grievance Procedure at Step 3, as the grieving party on behalf of the Union or on behalf of both the employee or employees concerned and the Union.
- (h) An employee will be entitled to receive a copy of any disciplinary record placed on their file, including written reprimands. Any adverse statements will be removed from an employee's file two years after their date of occurrence. Safety violations, as described in the Company's Safety Handbook, will remain on the employee's file for three years, subject to no further safety incidents. In the event of another major safety incident, previous safety violations will continue on record for another three years from the most recent safety incident.

## **Article 7 Seniority**

### **Principles**

- 7.1 Each employee's seniority will be based on classification or site within the Geographic Area
- 7.2 The principle of seniority will be maintained in the reduction and restoration of the working force, provided the senior employee is qualified and capable of performing the remaining job.
- 7.3 No employee will have bumping rights to select their preferred job or site of work except as specifically permitted in this Article.
- 7.4 Ability to perform a job will be determined by the Company, subject to Article 6 (Grievance).
- 7.5 In the event of a position vacancy a qualified senior employee will be assigned and have the right of refusal to the vacant position; however, the Company has the right to immediately assign a qualified junior employee or fill the vacancy on a temporary basis.
- 7.6 For qualified employees, shifts will be awarded according to seniority.
- 7.7 Seniority will be maintained during an absence due to temporary illness, occupational injury or non-occupational injury.

### **Job Posting**

- 7.8 Where a vacancy occurs or a new job is created, such job will be posted for five consecutive working days on the bulletin boards at each site within the Geographic Area in which the vacancy exists. The Company will fax or email a copy of the job posting to the Local Union office responsible for Geographic Area. The job posting will include classification, shift schedule (i.e., 5 x 8/4 x 10), type of shift (day/afternoon), shift start time and rate of pay.
- 7.9 The senior applicant within the geographic area who has the ability and credentials to perform the job or who can acquire the ability and credentials to perform the job through a reasonable period of training not to exceed of 30 working days, will be assigned to the job. When all other conditions are equal, merit will be used as a determination. The Company will pay the tuition fees in instances where required training involves acquiring an air ticket, if available in the site or geographic area. The Company will pay the tuition fees in instances where required training involves acquiring a Gasfitter Certificate. Intent is to provide opportunities for employees to upgrade in anticipation of applying for job postings but not to delay job postings.

- 7.10 If within 60 working days the employee's performance is found unsatisfactory by the Company or the employee finds the job unsatisfactory, the employee will be given the opportunity to return to his former position without loss of seniority.
- 7.11 The employee must immediately take up residence within reasonable commuting distance of the site to which he is transferring, provided that it does not adversely impact the employee's ability to perform their job and does not adversely impact customer service. If the Company feels that the employee is not making proper effort to move in a reasonable time considering the housing situation, the Company shall contact the Union to investigate the situation and consult the employee as to what should be done.
- 7.12 The Company may hire any qualified individual to fill vacancies if no employee in the Geographic Area makes application. Copies of job postings along with the name of the successful applicant will be sent to the Union office in the Geographical Area, and will be posted in the site.
- 7.13 For temporary vacancies in a site created by unplanned leaves of absences, such as an illness or injury that extends beyond 5 days, the Company will canvass all senior qualified employees (without job posting) in that site for a candidate to fill the vacancy for the period of absence. If no employee in the site makes application, an employee will be appointed to fill the vacancy by the Company. When the original position holder returns to work, all reassigned employees will return to their previously held positions.

#### Probationary Period

- 7.14 All Probationary Employees will be on probation for the first 90 calendar days from the date of hire or 720 hours, whichever is greater, and will not have seniority rights during that period. The employment of a Probationary Employee may be terminated at any time during such probationary period for any work related reason. After completion of the probationary period, as a Regular Employee the employee's seniority will date back to their date of hire as an employee.

#### Layoff & Recall

- 7.15 In the event of a necessary layoff, the most junior employee(s) will receive written notice of layoff and provided with three options:
- (a) exercise seniority over another employee for a job in their Geographic Area and bump into that position (if applicable); the Company shall provide orientation to update the employee if required;
  - (b) accept the layoff retaining seniority rights for recall for available work within their classification for a period of up to twelve months; or
  - (c) accept the layoff and waive recall rights, instead electing to accept the full severance as outlined in Article 22 (Severance Pay).

- 7.16 If an employee exercises seniority to bump a more junior employee at another location within the Geographic Area, that employee must immediately take up residence within reasonable commuting distance of the site to which he is transferring, provided that it does not adversely impact the employee's ability to perform their job and does not adversely impact customer service. If the Company feels that the employee is not making proper effort to move in a reasonable time considering the housing situation, the Company shall contact the Union to investigate the situation and consult the employee as to what should be done.
- 7.17 If an employee moves to another location on their own volition to exercise seniority as the result of a layoff, they will pay their own moving expenses. However, if an employee is moved to another site at the request of the Company, the Company will provide relocation assistance and advise the employee of those relocation costs the Company will provide prior to acceptance of the move.
- 7.18 If an employee does not use his seniority to go to work at another site, or if he does not have enough seniority to bump another employee, the laid off employee will be given first recall rights to available work within his own classification in his Geographic Area for a period of 365 days. Those employees affected by a lay-off must keep the Company advised of their current address and available telephone number.
- 7.19 A laid off senior employee will have first recall rights if his job is reintroduced within the 365 day period following layoff.
- 7.20 Seniority will be lost if:
- (a) an employee resigns;
  - (b) an employee is terminated;
  - (c) an employee is laid off for 365 days;
  - (d) a laid-off employee, fails to report for work within five working days after being recalled by telephone and registered letter.
- 7.21 A Senior Truck Driver will not suffer job loss due to a junior dual Gasfitter/Truck Driver within a site involving a reduction of forces.

### Seniority Lists

- 7.22 A seniority list will be prepared of all Regular Employees by Geographic Area within 30 days of the signing of this Agreement, setting out the Regular Employee's name, starting date and classification. A copy of the Regular Employee seniority list will be mailed to the Union and will be revised once each six months thereafter as requested by the Union.

### 7.23 Reinstatement

Where an employee has accepted a position outside of the bargaining unit and at a later date ceases to hold this position, the employee may be reinstated within the bargaining unit and placed in the classification previously held with no loss of seniority providing he was not out of the bargaining unit more than 90 days.

## **Article 8**

### **Performance of Duty**

- 8.1 Each employee, while on duty shall devote the whole of his time, attention and energies to the performance of such duties. An employee holding secondary employment will ensure: (i) that the secondary employment is not with a competitor of the Company, or (ii) that their secondary employment does not interfere with the performance of their responsibilities with the Company.
- 8.2 Where a Regular Employee has accepted other employment while on a leave of absence, vacation or while on full time employment with the Company, without the written consent of the Company, their employment will be terminated.

## **Article 9**

### **Proper Records Kept**

Each employee will, subject to the control of the Company, keep proper records and make due and correct entries therein, of all transactions and dealings in reference to the business of the Company, insofar as the same comes under their jurisdiction and will serve the Company diligently and according to the best of their ability in all respects, and account for all monies collected on behalf of the Company.

## **Article 10**

### **Days and Hours of Work and Overtime**

- 10.1 The Company's pay week is Sunday to Saturday.
- 10.2 The regular work week for Regular Employees will consist of five consecutive working days of eight consecutive hours over a seven day working week, (work schedules will be Monday to Friday/Tuesday to Saturday/Sunday to Thursday). The Company shall have the right at any time to operate any business site on a ten hour consecutive work days(s) over a seven day working week for Regular Employees, at straight time rates. employees can be assigned to work either Saturday or Sunday, and by mutual agreement Saturday and Sunday at straight time.
- 10.3 A Regular Employee who reports to work for a shift shall be guaranteed payment for their scheduled hours at their regular rate. All employees shall be present at the designated work station and ready for work at their starting time and shall

remain at their work site and continue working until the end of the shift unless otherwise instructed or excused by their immediate supervisor.

10.4 Employees who do not receive a minimum of eight hours break between the completion of one shift and commencement of the next shift shall be paid double time rates of pay for the second shift.

#### 10.5 Standby

(a) If an employee is required to be on "Standby for callouts" outside of the employee's normal work schedule, such employee shall receive a payment of one hour's pay per day at straight time rate or 3 hours pay per day at straight time rate if required on an employees regular Rest Day. . The Company will determine the need for standby, , and assign equipment from site(s) and employees to the standby schedule.

"Rest Day" means any day that an employee is not scheduled for work, but shall not include a vacation day or a day absent from work pursuant to Article 14 or for discipline.

(b) Pay for standby will apply once standby is scheduled in advance:

(i) whether employee is called out or not.

(ii) be in addition to the overtime rates of pay for time worked when an employee is called out in accordance with Section 10.5(d).

(c) An employee on Standby who is contacted to respond to a callout is expected to personally respond to the callout. However, if the employee who is called is not qualified to answer the callout, then the employee will pass the call onto a qualified individual.

(d) Any hourly rated employee reporting for duty on a call out or call back basis inconsistent with his regular scheduled work day or shift shall be guaranteed a minimum of four hours' pay at double time, but after completion of such work, the employee may book off work and be paid a minimum of two hours' pay at double time.

#### 10.6 Overtime

(a) Overtime pay will be paid as 1.5 times the applicable regular rate. Double-time pay will be paid as 2.0 times the applicable regular rate:

(i) For employees on eight hour schedules, overtime will be paid on hours worked over eight hours in a day or over 40 hours worked per work week. Double-time will be paid on hours worked over 10 hours in a day or 48 hours in a week.

- (ii) For employees on ten hour schedules, double-time will be paid on hours worked over 10 hours in a day or over 40 hours worked per work week (exclusive of daily overtime).
  - (iii) For employees working Saturday or Sunday as part of a seven day working week.
- (b) Where an employee desires to bank his overtime he shall request in writing indicating same. Employees may bank up to a maximum of 120 hours of overtime each year by indicating the hours to be banked on their timesheet. Employees may request to use banked overtime as paid time off or as wage protection for shifts cancelled due to no work, in a minimum of two hour increments, from November 1 – October 30, excluding during the Blackout Period. The Company will keep a record of all banked overtime.
  - (c) Banked overtime will be credited at the rate at which it is earned. (i.e., one hour of overtime = 1.5 hours banked). Banked overtime remaining on October 31, or upon termination of employment, will be paid out as earnings on or before October 31 or the employee's last pay period.
  - (d) Employees with a previous legitimate commitment or illness in the family will not be required to work overtime provided they inform their manager in advance or as soon as possible.
  - (e) In the event an extra overtime shift becomes available in a site, and providing it can be done at no extra cost, and without violation of statutory limitations, that shift shall be assigned to the senior qualified employee who applies and is available within the site and familiar with the equipment and/or the route, to work the extra overtime shift. An employee so assigned is required to work the extra overtime shift. In the event that no employee is available to work the extra overtime shift, the Company will direct the junior qualified employee.
  - (f) Any employee who feels he is required to work excessive overtime shall have the right to speak to his supervisor about this. The supervisor shall ensure that the employee has enough time off work, so that he will receive adequate rest to allow him to perform his job at proper standards.
- 10.7 An employee required to commence their shift prior to 6:00 am or later than 2:00 pm will receive a premium of \$1.50 per hour on their regular rate for each hour worked. No premium shall be payable when the earlier or later start time is at the request of an employee and agreed to by the Company.
- 10.8 Employees engaged in dirty work will receive an adequate wash up period of up to one hour as part of their work time. Service technicians shall receive 1.25 of the rate applicable at that time where their duties of either repairing faulty installations or making a new installation require them to go under buildings or

into areas which are filthy or dirty in nature (as compared to their normal type of duties).

- 10.9 Employees required to report for work which necessitates an overnight absence from their home shall be paid travelling time at a maximum of eight hours in each 24 hours required to travel to and from the job, plus all transportation, hotel and meal expenses. In addition, a premium of \$0.50 per hour on their regular rate shall be paid to this employee for all time actually spent on the job.
- 10.10 If any employee is required to travel on a General Holiday, then such traveling time shall be at double time rates.
- 10.11 Any temporary shift exchanges between employees must be pre-approved by, and be without additional cost or penalty to, the Company.
- 10.12 Alternate Shift Schedules

In the event the Company requires alternate shift schedules that fall outside the work schedules set out in Article 10, the Company and the Union will meet and cooperate to implement such schedules to meet business needs.

## **Article 11**

### **Eating and Rest Periods**

- 11.1 No employee shall be required to work longer than four hours without a minimum of 30 minutes unpaid to a maximum of one hour unpaid break for the purpose of eating lunch. employees eating lunch shall not be interrupted during such lunch period. An afternoon lunch break will not be allowed except as provided for in Section 11.3.
- 11.2 Employees will be entitled to a 15 minute break in the morning and afternoon without loss of pay. The first break in the morning must not be taken before at least 1.5 hours have been worked that day.
- 11.3 If an employee is to work more than one hour overtime, a rest break shall be allowed before commencement of the overtime. If overtime worked goes 2.5 hours after normal working hours, then the employee shall be allowed a 30 minute eating time at overtime rate and up to \$22.00 allowance amount for a meal, upon producing receipt.
- 11.4 Employees traveling to remote areas will be reimbursed for actual travel and food expenses. Such expenses must be itemized on an Expense Claim as provided by the Company, and, upon approval by the Company, will be reimbursed directly to the employee.

## **Article 12**

### **Classifications and Wage Rates**

- 12.1 The classifications and wage rates for the effective period of this Agreement will be those as set out in Appendix A.



- 12.2 When an employee from a higher rated classification is requested to work, temporarily or until permanently reclassified at a lower rated classification, they will continue to be paid at the rate of pay for the higher rated classification.
- 12.3 Where an employee from a lower rated classification is requested to work in a higher rated classification for two or more hours, they will be paid for the entire day at the rate paid for the higher rated classification.
- 12.4 Where an employee from a lower rated classification is requested to work in a higher rated classification, the employee will be paid at the higher job rate for all hours worked in a pay period provided the employee works 50% or more of their hours worked the in pay period at the higher rated work.
- 12.5 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 will be subject to negotiations between the Parties. The rate established will be retroactive to the date of implementation. Failing resolution, the matter will be handled through the Grievance Procedure.
- 12.6 Dual classifications shall be implemented and posted only by mutual agreement between the Union and the Company according to the terms outlined in Letter of Understanding #4.

### **Article 13**

#### **Pay Day and Pay Statements**

- 13.1 All employees covered by this Agreement will be paid every second Friday all wages earned by such employees up to and including the Company's payroll cut-off date (every second Friday).
- 13.2 The Company shall provide every employee with a electronic itemized statement in respect of all wage payments to such employee. Such statement shall set forth the total hours worked, total overtime hours worked, accumulated sick days, bi-weekly vacation accrual, year-to-date vacation accrual, banked days and monthly pension contributions, the rate of wages applicable and all deductions made from the gross amount of wages.
- 13.3 If the Company makes an error on the employee's regular pay and the amount is the equivalent to one or more day's regular pay, the employee will be entitled, as soon as possible, to payment upon request, but not later than the first Friday following the pay day on which the error was made, for such a shortage.

### **Article 14**

#### **Leave of Absence**

##### Personal Reasons

- 14.1 An employee may request in writing a personal leave of absence. Such a request may be authorized provided the leave is legitimate and reasonable, and does not interfere with the Business. The Company will provide a written response to the

employee requesting the leave. To maintain benefits while on a leave of absence, the employee is required to pay benefit premiums.

- 14.2 An employee will maintain and accumulate seniority during a personal leave of absence.

#### Occupational or Non-Occupational Injury or Illness

14.3 When an employee suffers an injury or illness preventing him from reporting to work, a leave of absence will be granted without pay, subject to any payments the employee is entitled to under any Welfare Plan or other provisions, until such time as their doctor states the employee is able return to work.

14.4 When an employee suffers an injury or illness which requires their absence from work it will be reported to the Company as soon as possible so adequate replacement may be made if necessary. employees must keep the Company notified of their correct address and phone number at all times.

#### Bereavement Leave

14.5 In the case of death in an employee's immediate family, the employee will be granted bereavement leave of up to five consecutive working days with full pay for the purpose of attending and/or arranging the funeral. Immediate family is a spouse, parent, sibling or child, and mother or father in-law.

14.6 In the case of death in an employee's extended immediate family, the employee will be granted bereavement leave of one day with full pay for the purpose of attending the funeral. Extended immediate family is a grandparent.

14.7 Employees travelling out of province or country in order to attend the funeral will be granted two additional days of bereavement leave with pay.

#### Jury Duty

14.8 All time lost by an employee due to attendance for Jury Duty, or for any Court proceedings arising out of their employment, or in completing driver's tests or doctors' examinations in connection therewith, or being subpoenaed as witness at a trial, will be paid for at the applicable rate of pay.

14.9 Any employee appearing for Jury Duty will, subject to this provision, be available for work before or after such duty wherever practicable. All Jury Duty pay or witness fees received by the employee from the Courts will be remitted to the Company.

#### Maternity and Parental Leave

14.10 Regular Employees will be entitled to Maternity and Parental leave of absence in accordance with the provisions of the *Employment Standards Act* (British Columbia).

## Sick Leave

- 14.11 Article 14 does not form part of the Health and Welfare Plan.
- 14.12 All Regular Employees who have 90 days continuous service or more will thereafter accumulate paid sick leave at the rate of one-half day per employed month based on the following provisions:
- (a) The employee must be paid for not less than 128 hours in a four week period to be credited for a half day in that month including vacation and General Holidays.
  - (b) Employees absent from work due to leave of absence for any reason, or sickness and compensation, will not accumulate sick leave during this absence.
  - (c) Employees who have accumulated more than 30 days of sick leave at the end of the calendar year will have that number of days greater than 30 be paid out to the employee at 50% of the employee's regular rate provided no more than three sick leave days will have been used during the year..
  - (d) A medical certificate may be required to claim sick leave.
- 14.13 For the first three consecutive days of absence for non-occupational illness or injury, provided the employee has sufficient sick days and where such period of sickness is not covered by the Health and Welfare Plan paid sick leave will be applied.
- (a) One full day's pay for each of the first, second and third days of sickness provided those days are regular work days.
  - (b) A day's pay for employees will be eight hours or ten hours pay, as the case may be, at the regular hourly rate for his classification.
  - (c) It will be the responsibility of the employee to claim for accredited sick leave on such forms as the Company may prescribe.
- 14.14 An employee requiring time off for medical or dental appointments that cannot be scheduled outside of their regular work shift may use a maximum of four hours from his accumulated sick leave. This provision shall also apply when an employee must travel in excess of 300 kilometers to see a medical specialist, except that the employee may use a maximum of three days from his accumulated sick leave.
- 14.15 An employee may use a maximum of two days from their accumulated sick leave when the employee or a member of his immediate family must travel in excess of 300 kilometers to see a medical specialist.
- 14.16 An employee will give the Company as much notice as possible of such appointments, but not less than seven days.

14.17 Any proven abuse of the provisions in Sections 14.11 through 14.18 by an employee will result in immediate dismissal.

### Union Business

14.18 The Company will allow time off work, without pay, to not more than one employee at one time to serve as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of business and vacation scheduling, provided that four weeks' notice in writing has been given.

## **Article 15**

### **Annual Vacations**

#### 15.1 General Provision

- (a) The period used to calculate each employee's vacation pay shall be from May 1 of each year to April 30 of the following year. However, each employee's anniversary date shall be used to calculate actual vacations an employee is entitled to receive.
- (b) For the purposes of determining a calendar year's employment to qualify an employee for vacation time and vacation pay, the Parties agree that when an employee has worked a minimum of 1,500 hours from the May 1 cut-off date to April 30th cut-off date, he will be eligible for vacations as set forth and qualify for the "greater of" formula. General Holidays shall be considered as hours worked for the purpose of arriving at 1,500 hours.
- (c) Employees working less than 1,500 hours per year or on leave of absence, but excluding disability or Workers' Compensation, shall be eligible for vacation time as set out in Section 15.3(a).
- (d) Absence by reason of accident or illness for a period not to exceed 500 hours shall be counted as hours worked in the intervening years between an employee's first year and final year of employment if the employee has less than 1,500 hours of work in that year to qualify for vacation time. In any year where an employee has not qualified for full vacation time as a result of accident or illness, the employee will still be credited with a year of service to determine future vacations.
- (e) Following completion of the vacation administration year (after May 1) and prior to an employee going on vacation, the Company shall calculate vacation pay entitlement for the previous period taken versus earned, and pay any vacation adjustment monies owing on the employee's pay statement (annual vacation adjustment). An employee can contact payroll to request information about his vacation pay calculation. The Company will provide information, including making available a written statement to the employee upon request, which shall indicate the period for which vacation pay was calculated (i.e.: on percentage basis or weekly wages),

and shall include all overtime, commissions or anything else of a monetary value on which an employee has to pay income tax.

- (f) Vacation time may not be banked from one year to the next.
- (g) Employees entitled to more than three weeks' vacation may make a request to "cash out" a minimum of five to a maximum of ten vacation days, and forfeit the applicable time off in that year. Such a request must be made in writing, no later than June 1. Payment for the requested "cash out" days will be made no later than the last pay period in November.

## 15.2 Vacation Time

- (a) The Company will post a blank vacation schedule on the bulletin board at each site by January 15th of each year. Employees must have completed posting their vacation request before March 15th. An employee not having posted his request by this date will be assigned a vacation period by the Company. Subject to Section 15.2(b), employees will be allowed to allocate vacation time in weeks in which General Holidays fall.
  - (i) Each employee, in order of seniority, will designate the date(s) they desire to have as their vacation period.
  - (ii) Once an employee establishes the dates for his vacation, the Company may not alter those dates without the consent of the employee, nor may the employee alter such dates without consent of the Company.
  - (iii) If an employee agrees to work during time scheduled for their vacation, the employee will be permitted to reschedule their vacation during any available vacation period.
  - (iv) If an employee is unable to take his vacation as a result of illness or injury, the employee will be entitled to reschedule their vacation during any available vacation period. A rescheduled vacation will not affect the scheduled vacations of other employees.
  - (v) An employee is deemed to be on vacation and therefore not available for call-in effective 11:59 pm of the day of their last regular shift prior to commencing vacation.
- (b) A maximum of 20% (minimum of 1) in each classification will be allowed to take vacation at any one time. The total number of employees away from work at any one time on vacation, a Floating Holiday, during the Blackout Period, banked overtime, leave of absence will not exceed the maximum of 20% (minimum of 1) allowed off on vacation at any one time, except by mutual agreement.

- (c) Numbers will fluctuate depending on number of employees working in classifications. Anything over 0.5 will be rounded up to a whole number.
- (d) Employees entitled to more than three weeks may take them off consecutively by mutual agreement between the Company and the employee.

**15.3 Entitlement**

- (a) Regular Employees will be entitled to vacation time and vacation pay based upon a percentage of annual gross earnings or time off with pay at their then applicable rate dating from their anniversary date prior to taking vacation, whichever is the greater, as follows:

<b>Seniority as of January 1</b>	<b>Vacation Entitlement</b>	<b>Vacation Pay</b>
Less than 1 year	None	4%
1 year completed but less than 3 years	Two Weeks	4%
3 years completed but less than 9 years	Three Weeks	6%
9 years completed but less than 15 years	Four Weeks	8%
15 years completed but less than 20 years	Five Weeks	10%
20 years completed or more	Six Weeks	12%

- (b) For the purposes of this Agreement, one week's vacation will be deemed to be five working days.
- (c) Part-time Employees shall be entitled to vacations and will be paid their vacation pay during each pay period, calculated on the percentage basis and entitlement as set out in Section 15.3(a) regardless of the hours they work in each of any calendar year during their employment.

**15.4 Payment on Termination**

If an employee leaves the employ of the Company, the employee will be paid vacation pay, calculated on the percentage basis and entitlement as set out in Section 15.3(a), for any outstanding vacation entitlement earned and owing.

**Article 16  
General Holidays**

- 16.1 Regular Employees are entitled to General Holidays off from work with pay based on eight or ten hours, as applicable, at their applicable rate of pay.
- 16.2 The General Holiday will take place on the date specified or proclaimed by the federal or provincial governments. If a federal or provincial government declares

or proclaim any other day than those listed as a General Holiday, then the Regular Employees will also receive that day off from work with pay.

- 16.3 Should a General Holiday fall on a non-working day and/or an employee's day off, the employee will be entitled to an alternate day off with pay, which shall be a day immediately preceding or immediately following his regular weekly days off, or, by mutual agreement with the Company, one extra day's pay.
- 16.4 Employees who are required to work a shift which commences at any time during a General Holiday, or a shift which carries over into a General Holiday, shall, in addition to their regular holiday pay, receive double their hourly rate for all hours worked during that shift.
- 16.5 Employees who are laid off within seven working days prior to a General Holiday occurring shall be entitled to such General Holiday with pay. employees who are eligible for General Holidays with pay and who are absent either the day before or the day after a General Holiday shall be entitled to such General Holiday with pay provided they are absent due to legitimate illness or accident.
- 16.6 Employees who are absent and in receipt of workers' compensation benefits will not receive pay for any General Holidays that fall during such absence. employees who are absent due to illness or in receipt of weekly indemnity benefits will receive pay, for any General Holidays that fall during such absence for up to six months, at the regular straight time rate of pay then applicable on the date of such General Holidays.
- 16.7 Floating Holiday

Subject to Section 15.2(b), Regular Employees will be granted one Floating Holiday per calendar year, provided 14 days' prior written notice is given to the Company.

## **Article 17**

### **Protection of Rights**

#### 17.1 Human Rights

The Parties agree that they will not discriminate on the basis of any prohibited grounds of discrimination as provided in the *Human Rights Code* (British Columbia).

#### 17.2 Valuing Diversity

The Parties value the diversity that employees bring to the workplace and recognize such diversity can provide a competitive advantage.

### 17.3 Workplace Environment

- (a) The Parties recognize the right of all employees to work in an environment free from sexual or workplace harassment and to be treated fairly and with respect in the workplace. It is the intention of the Parties to provide a workplace environment that is productive and promotes both the dignity and self-esteem of all individuals.
  - (i) For the purpose of this provision, sexual harassment means any unwelcome behavior of a sexual nature that causes offense or humiliation to any individual or that might be perceived by an employee as placing a condition of a sexual nature on any employment relationship.
  - (ii) For the purpose of this provision, workplace harassment means any unwelcome behavior which creates an intimidating, threatening, or hostile work environment such that an employee's performance is impaired, the Employment relationship is adversely affected or an individual's dignity or respect is denied.
- (b) Any proven cases of sexual or workplace harassment will result in discipline up to and including termination of employment.

### 17.4 Rights and Obligations

- (a) It will not be a violation of this Agreement or cause for discipline, including discharge, of any employee in the performance of his duties to refuse to cross a legal picket line recognized by the Union.
- (b) Each party will notify the other as soon as possible of the existence of any such picket line(s).
- (c) 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.
- (d) In the event of a strike by the employees of any other organization with which the Company does business, the Company will not ask the employees to perform any labour they do not ordinarily perform.
- (e) There will be no strike, lockout or slowdown whether sympathetic or otherwise during the term of this Agreement.

## **Article 18**

### **Work Clothes, Equipment & Tool Replacement**

- 18.1 The Company will provide and maintain uniforms and other protective clothing, and equipment or reflective taping required by workers' compensation legislation, as required and free of charge.



- 18.2 Where an employee is required to wear a uniform, the employee will wear the uniform and the Company will pay 100% of the cost of the uniform and 100% of the cost to clean same uniform. The Company will supply the required components of a uniform for compliance by the employee annually, sized as requested by the employee.
- 18.3 The Company shall provide and maintain coveralls as often as required and free of charge, to all plant and yard employees, and to gasfitters and truck drivers making installations, doing service or dirty work. Where available, coveralls shall bear a union label and shall be provided and serviced by a firm having an agreement with the Teamsters Union if one is available in the site area and no employee shall be discharged for refusing to wear coveralls that are not so labeled and serviced.
- 18.4 Upon proof of payment, the Company will reimburse the employee gasfitters, truck drivers and plant operators up to \$200.00 per year for CSA approved safety shoes required to be worn in the performance of their duties in 2014, with an additional \$5 per year in each succeeding year of this Agreement.
- 18.5 Plant operators will receive up to an additional \$100 per year on an exchange basis if a second pair of CSA approved safety shoes is required.
- 18.6 Any subsequent safety clothing/equipment requiring replacement will be provided on an exchange basis. Employees will exercise a degree of personal responsibility and the Company's management will exercise a degree of reasonableness; however no reasonable request will be denied.
- 18.7 If available in the area, all vending machines of any type provided in the Company's sites for the exclusive use of the employees will be provided by a company having an agreement with the Teamsters union and further, all products contained therein will be union-made products. The Company will have no responsibility for said machines or products.
- 18.8 The Company agrees to replace all tools, stolen, burnt, or broken while in Company vehicles or on Company premises. The employee will also be responsible to provide the Company annually with a complete inventory of his tools.

## **Article 19**

### **Bonding and Licensing**

- 19.1 If at any time the Company requires an employee to be bonded, it is agreed that the Company will request the employee to complete an application, provided to and approved by the Union, to be submitted to a recognized bonding firm selected by the Company, and the cost of such bonding will be paid for by the Company.
- 19.2 The Company will have the right to request employees who are required to drive Company vehicles, to prove at any time that they have a valid driver's license.

Failure to produce same, or to inform the Company of loss of same, may subject the employee to immediate suspension or termination.

## **Article 20 Technological Changes**

### **20.1 Recognition by Parties**

The Parties recognize that Technological Changes that result in the increased efficiency and productivity must be encouraged and further, that all Parties have a direct responsibility to minimize any adverse effects that may result from such changes.

### **20.2 Prior Notification**

- (a) The Company will advise the Union as far in advance as possible and not less than 30 calendar days prior to the introduction of Technological Changes. The Parties will immediately commence discussions, particularly in regard to:
  - (i) the effect such changes will have on the number of employees;
  - (ii) any effect on working conditions; and
  - (iii) any changes in job classifications.

### **20.3 Impacted Employees**

- (a) In the event Technological Changes result in a reduction or demotion in the work force, such reductions or demotions will be done in accordance with the provisions of Article 7 (Seniority) and/or Article 22 (Severance). If a particular job is discontinued or altered by any Technological Change, the employee or employees involved will be given the opportunity to stay in the employ of the Company in a job to which their seniority and capabilities would entitle them.
- (b) Where new positions are created as a result of Technological Changes, such positions will be posed and awarded subject to Article 7(Seniority).

### **20.4 Retraining and Upgrading**

The Parties will undertake with the assistance of Human Resources Development Canada and through recognized provincial or local adult training programs, if necessary, to retrain and upgrade Regular Employees to enable them to become qualified and capable of performing new jobs resulting from or created by the Technological Changes.

**Article 21**  
**Separation of Employment**

If an employee leaves the Company, either voluntarily or involuntarily, all monies owing to the employee will be paid at the next regular pay day and the employee's Record of Employment will be processed and forwarded directly to the employee's home address as recorded in the employee's file.

**Article 22**  
**Severance Pay**

22.1 Severance pay will be provided to an employee if their termination arises out of or is attributable to:

- (a) a decrease in the number of jobs due to loss of business,
- (b) Technological Changes which reduce the number of employees, provided the employee has one year or more continuous service with the Company, or
- (c) the inability of an employee to perform their job held at the time of injury after the employee has received approval from his doctor to return to work from being on a workers' compensation claim, and after the Company has reasonably attempted to accommodate the employee in a job which the employee is able to do for a period of one week.

22.2 For Subsections 22.1(a) and (b) the employee will be entitled to 2.5 weeks' full pay (based on the employee's pay at the time of termination) for each year of service, to a maximum of 70 weeks' pay, excepting in instances where the employee chooses to retain their seniority recall rights as provided in Section 7.4(e); however, if the employee is not recalled to work within the stipulated period of 365 days, the employee will receive severance pay as accrued to the date of termination. This clause is effective upon the date of the ratification of this agreement.

22.3 If more than 50% of the employees of a classification are laid off at a location, severance will be calculated as in Section 22.2, except at three weeks per year.

22.4 For Subsection 22.1(c) the employee will be entitled to one week's full pay (based on the employee's pay at the time of termination) for each year of service. Entitlement to severance is due to job loss provided the employee is no longer eligible for continuing entitlement to workers' Compensation or Health & Welfare benefits.

**Article 23**  
**Apprenticeship**

23.1 The Company is permitted to use apprentices at any site, according to law, provided the following conditions are met:

- (a) Such apprentice is properly indentured to the Company on a signed contract of apprenticeship through the Apprenticeship Branch of B.C. Ministry of Labour.
- (b) The apprentice is under the control of a fully licensed Gasfitter employed by the Company to ensure full training.
- (c) The apprentice receives a minimum wage set out on the following percentages of the applicable category and classification during the life of this Agreement.

1st year - 60%

2nd year - 70%

3rd year - 80%

4th year - 90%

23.2 All other conditions and benefits of this Agreement apply to the apprentice.

#### **Article 24**

##### **Sub-Contracting**

24.1 The Company may sub-contract the hauling of propane or butane gas from the refinery to the Company's bulk storage facilities and use sub-contractors in the event of short term technical service projects; subject to availability and competitive bidding pursuant to Section 24.4, in areas where Teamster union firms do not operate or cannot provide the required type of equipment this may be done by non-union firms but where a Teamster union firm or Teamster owner-operator can provide such equipment the work shall be done by them.

24.2 Notwithstanding anything else contained in this Agreement, the Company has the right to use outside Teamster trucking for the following purposes:

- (a) during peak winter seasons when the volume is too great to be handled by the Company's own vehicles;
- (b) when the Company has accounts which require large bulk deliveries in one drop and none of the Company vehicles are large enough to handle such single delivery; and
- (c) on the following conditions:
  - (i) the Company agrees to not contract out any work normally performed by employees if any employee is on lay-off for lack of work at the time such contracting is introduced, and none of the activities in Section 24.2(a) to (c) will cause the lay-off of any employee;

- (ii) that a record of the volume and frequency of such deliveries are made available to the Union upon request, and further, when the volume reaches the point where a vehicle could be used by the Company, the Company shall purchase or lease equipment for this purpose and put an employee on the same.

24.3 Where the Company does not have suitable equipment for picking up various types of cylinders or delivering same to sites of installation, the persons driving suitable equipment shall either be employees or, where possible, be employed by a company having a valid agreement with a Teamster Local;

24.4 Where sub-contracting is allowed under this Article the Parties agree that the Company will award new or renewed contracts using the following guidelines:

- (a) contracts will be awarded based on candidate contractors being technically qualified, available to perform the work, and able to meet all Company and regulatory performance requirements;
- (b) contracts will be awarded based on candidate contractors bidding a competitive rate (competitive is defined as being within 5% of the lowest qualified bidder);
- (c) based on the candidates meeting the above criteria, contracts will be awarded in the following order of preference: First - Teamster, Second - Union, Third – Other;
- (d) details of bids will be made available to the local Union representative; and
- (e) any current sub-contracting commitments will be recognized by both Parties until the expiry dates of the contracts governing them. Any contract renewal will be subject to the above criteria.

The following example is illustrative of the intended application of this language:

<u>Company</u>	<u>Bid Rate per Litre</u>
A. Teamster Firm	\$1.07
B. Union Firm	\$1.05
C. Teamster Firm	\$1.03
D. Other Firm	\$1.02
E. Union Firm	\$1.01
F. Union Firm	\$1.00

- Note: i) Company A is not eligible as bid is not within 5% of lowest bid.  
 ii) The winning firm is Company C as bid is within the 5% zone.  
 iii) The cost per litre in this example reflects the total cost of a contract converted to a cost per litre basis.

## **Article 25 Management Rights**

Subject to the terms of this Agreement, the Union agrees that the Company has the exclusive right to manage the Company's operations, to direct the working force and to hire, promote as set out in this Agreement, demote for just cause, discipline and terminate for just cause, or lay-off employees, to assign to jobs, and to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling and to make rules and regulations to comply with applicable provincial and federal regulatory agencies. The Union will be provided with access to such rules and regulations upon request and such rules will in no way be discriminatory in nature.

## **Article 26 Medical Examinations**

- 26.1 Any Company required physical or medical examinations will be promptly complied with by all employees, provided however, the Company will pay for all such physical or medical examinations and for any time lost as a result of a company required physical or medical examination during working hours.
- 26.2 Where a Regular Employee is required by the Company to take a medical outside of his regular hours of work, the Company shall pay, to a maximum of two hours at their regular rate for such time spent, excepting in instances where the Regular Employee is returning to work or is about to return to work following illness or disability.
- 26.3 If, following a medical examination under Article 26, an employee disagrees with the diagnosis arising out of a Company medical examination, the employee has the right at the employee's own expense to be examined by their personal physician. If there is a difference of opinion between the Company examiner and the employee's physician, the Company or the Union will direct that the employee be examined by a medical specialist whose specialty covers the disability. The two physicians will confer and may select the medical specialist whose medical assessment will be taken into account in determining the work limitations to be established; failing agreement on the medical specialist within five days, the College of Physicians and Surgeons will be requested to make such appointment. The decision of the medical specialist will be final and binding upon the parties involved. In all cases, the employee involved will be entitled to copies of the medical reports.
- 26.4 An employee who has been absent from work because of illness or accident shall not suffer a reduction of his regular wages only because the Company requires a medical examination prior to the employee resuming work.
- 26.5 Whenever it becomes necessary for an employee to undertake tests for renewal of licenses or tickets, the Company will, upon request, provide appropriate

equipment for this purpose. Time taken off for such purpose will be paid for at the employee's regular rate.

- 26.6 Any driver with two or more years of seniority who is required under the Motor Vehicle Regulations to undertake a physical examination as a condition of continuing to hold a valid driver's licence will, upon proof of payment, be reimbursed 100% of the cost of the examination by the Company.

## **Article 27**

### **Managed Rehabilitation Care**

- 27.1 The Company is committed to Health and Safety, and returning employees from illness and injury back to work in a safe manner. To this end, the managed rehabilitation care process will be coordinated by the Company's disability management team, or designate, who will work with the employee's health care professional and supervisor to return the employee to work in a safe and timely manner, including modified work if it is available.

## **Article 28**

### **Safety and Health**

- 28.1 The Company will make reasonable provisions for the safety and health of its employees during the hours of their employment including a proper first aid kit in each service and delivery vehicle.
- 28.2 Any employee suffering any injury or illness while in the employ of the Company must report same to the Company immediately, or as soon thereafter as practicable, and a complete record of all such cases must be kept by the first-aid attendant or the Company in the absence of a first-aid attendant. No employee will be refused the right to seek medical attention.
- 28.3 If an employee is required to take time off during working hours to receive medical treatment in regard to any compensable illness or injury sustained on the job, they will not suffer a reduction in regular pay to a maximum of eight or ten hours, as the case may be, for each such day.
- 28.4 Any employee who identifies an unsafe or unhealthy practice or situation on the Company's premises should speak to the Company about the matter. If the situation is not corrected in a reasonable period of time, the matter may be subject to the Grievance Procedure.
- 28.5 The Company may create and implement safety policies and regulations at any time. Failure on the part of an employee to comply with such regulations may warrant suspension or termination depending upon the severity of the neglect.
- 28.6 Joint Health & Safety Committees will be required in all Geographic Areas or as required by applicable legislation. These committees will meet monthly to review policies and regulations and resolve any safety related issues.

- 28.7 The Company may require post-incident drug and alcohol testing. Where mandated by a customer to have completed drug and alcohol testing for access to their facilities, the Company will solicit employees to voluntarily submit to a drug and alcohol test.
- 28.8 Except as otherwise mutually agreed, the Company agrees to maintain clean, sanitary washrooms, having hot and cold running water and waterless hand cleanser and towels in sufficient quantity with toilet facilities, clothes closets or lockers of a suitable size for the protection of employee clothing and personal belongings. Employees will observe the simple rules of cleanliness and good housekeeping in these facilities.

## **Article 29**

### **Truck Maintenance and Safety**

- 29.1 It is to the mutual advantage of both the Company and the employees that employees should not operate vehicles which are not in safe operating condition and not equipped with the safety appliances required by law. The maintenance of equipment in a sound operating condition is not only a function but a responsibility of the Company and in respect thereto the following is agreed:
- (a) The Company will not compel any driver to operate a vehicle in excess of the legal load limit and will not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It will not be a violation of this Agreement if employees refuse to operate such equipment.
  - (b) All trucks owned or leased by the Company must have steps or other similar devices to enable drivers to get in and out of the body for safety purposes and all newly purchased equipment will also be fitted with safety belts.
  - (c) A form will be supplied to the driver on which to report defects in equipment with sufficient copies so that the driver may retain a copy and so that the head office of the Company will have a copy of this report on file. When a driver reports a defect in equipment, he must tag or mark the vehicle involved in such a manner so that any other employee will notice the defective equipment. It will be the Company's responsibility to supply such tag or other marking devices. This tag is to be left on the vehicle in order to show the work has been completed and will be removed by the outgoing driver.
  - (d) In the event that a driver will suffer revocation of his driver's license and other employment is not available with the Company, he will be granted a leave of absence without pay and it will not be a violation of this Agreement for him to accept employment elsewhere. This will not



interfere with the Company's right to discipline or discharge such employee.

- (e) It shall not be a violation of the Agreement for an employee to post the Teamsters Union Label in a conspicuous place on the vehicle operated by the Union members so long as the Union Label does not mark or cause damage to the vehicle in any way.

### **Article 30 Legal Action**

- 30.1 Employees must report any accidents and incidents involving Company equipment to their supervisor as soon as possible.
- 30.2 When an employee in the operation of a Company vehicle is charged with a traffic violation, and is found not guilty in a court of law, the Company shall pay 100% of the employee's legal fees and wages for the time required to attend in Court, to a maximum of eight or ten hours daily, as the case may be, for each regular work day of presence in court.
- 30.3 If an employee is found guilty of a traffic violation, he shall pay his entire legal fees and shall not be entitled to be remunerated for loss of wages during his court appearances.
- 30.4 An employee is required to provide a complete written report to an official of the Company, as designated by the Company, before proceeding with a court case involving their operation of a Company vehicle. Where there is doubt as to the legitimacy of an employee's claim, the matter shall be discussed between the Company and the Union to determine a course of action.

### **Article 31 Health and Welfare Plan**

- 31.1 It is agreed that a Health and Welfare Plan be continued in accordance with the principles set out in Appendix B.

### **Article 32 Pension Plan**

- 32.1 It is agreed that a Pension Plan be continued in accordance with the principles set out in Appendix C.

### **Article 33 Union Notices**

- 33.1 The Company will provide at each site, a bulletin board on which will be posted a copy of this Agreement, the current seniority list, copies of the Health and

Welfare and Pension plans and Union notices of direct interest to the employees that are approved by a Union business agent.

**Article 34**  
**Inspection Privileges**

34.1 After informing the Company, an authorized agent of the union will receive access to the Company's sites during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided there will be no interruption of the working schedule except as set out in the Grievance Procedure.

**Article 35**  
**Conflicting Agreement**

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

**Article 36**  
**Transfer of Title or Interest**

36.1 This Agreement will be binding upon the Parties, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such operation will continue to be subject to the terms and conditions of this Agreement for the life thereof.

36.2 The Parties will not use any leasing device to a third party to evade this Agreement except as expressly stated otherwise in this Agreement.

36.3 The Company will give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any part thereof. Such notice will be in writing and a copy will be delivered to the Union prior to the time the Company executes the contract of sale, lease or transfer. The Union will also be informed of the nature of the transaction, not including financial details.

36.4 In the event the Company fails to give notice as herein required or fails to provide the Union with particulars herein required, the Company will be liable to the Union and to the employees, for all loss or damages sustained as a result of such failure.

**Article 37**  
**Invalid Provisions & Replacement**

- 37.1 If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby.
- 37.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties will enter into immediate collective bargaining negotiations, upon the request of either Party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they will submit the dispute to the Grievance Procedure.


**Article 38**  
**Duration of Agreement**

- 38.1 This Agreement shall be in full force and effect from and including January 1, 2014 to and including December 31, 2016 and will continue in full force and effect from year to year thereafter, subject to the right of either Party to this Agreement within four months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal of the Collective Agreement or a new Collective Agreement.
- 38.2 There shall not be any notice of strike or lockout while Parties are bargaining in good faith. Prior to any strike or lockout, both Parties agree to the use of a mediator to assist with the bargaining process.
- 38.3 Should either Party give written notice to the other Party, this Agreement shall thereafter continue in full force and effect until the Union will give notice of strike and such strike has been implemented or the Company will give notice of lockout and such lockout has been implemented, or the Parties will conclude a renewal or revision of the Agreement or a new Collective Agreement.
- 38.4 Section 50(2) of the *Labour Relations Code* (British Columbia) is hereby excluded.

Each of the Parties has executed and delivered this Agreement, as of the date first noted above.

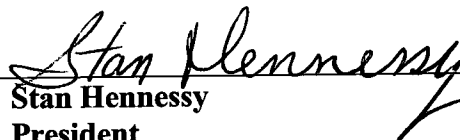
Dated effective January 1, 2014 at Vancouver, British Columbia.

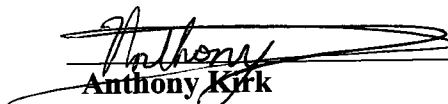
**SIGNED ON BEHALF OF THE  
COMPANY**

  
\_\_\_\_\_  
**Jim Reimer**  
**General Manager**

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

**SIGNED ON BEHALF OF THE  
UNION**

  
\_\_\_\_\_  
**Stan Hennessy**  
**President**

  
\_\_\_\_\_  
**Anthony Kirk**  
**Business Agent**

**Tom Brown**  
**Business Agent**   
\_\_\_\_\_

**APPENDIX "A"**

**WAGE SCALES**

<b>British Columbia</b>		<b>01-Jan-14</b>	<b>01-Jan-15</b>	<b>01-Jan-16</b>
<b>Standard Wage Rate</b>		<b>2.5%</b>	<b>2.5%</b>	<b>2.5%</b>
<b>(Excluding Ft. St. John)</b>				
Gasfitter A	Start	24.49	25.10	25.73
	Six Months	34.52	35.38	36.26
Gasfitter B	Start	22.98	23.55	24.14
	Six Months	32.60	33.42	34.26
Driver (6 Axle)	Start	21.21	21.74	22.28
	Six Months	29.01	29.74	30.48
Driver (5 Axle)	Start	20.95	21.47	22.01
	Six Months	28.69	29.41	30.15
Driver (3 Axle)	Start	20.76	21.28	21.81
	Six Months	28.58	29.29	30.02
Driver (2 Axle/Bulk)	Start	20.50	21.01	21.54
	Six Months	28.14	28.84	29.56
Driver (2 Axle/Cylinder)	Start	21.29	21.82	22.37
	Six Months	29.07	29.80	30.55
Crane Operator	Start	21.87	22.42	22.98
	Six Months	30.83	31.60	32.39
Driver (SOS)	Start	19.11	19.59	20.08

	Six Months	26.37	27.03	27.71
Shipper Plant Operator	Start	20.50	21.01	21.54
	Six Months	28.15	28.85	29.57
Labourer	Start	16.13	16.53	16.94
	Six Months	22.50	23.06	23.64
Plant Shipper Clerk	Start	18.77	19.24	19.72
	Six Months	26.39	27.05	27.73
Shipper Clerk	Start	17.49	17.93	18.38
	Six Months	24.73	25.35	25.98
Clerk	Start	16.36	16.77	17.19
	Six Months	23.28	23.86	24.46

<b>British Columbia</b>		<b>01-Jan-14</b>	<b>01-Jan-15</b>	<b>01-Jan-16</b>
<b>Ft. St. John</b>		<b>2.5%</b>	<b>2.5%</b>	<b>2.5%</b>
<b>Standard Wage Rate</b>				
Gasfitter A	Start	27.56	28.25	28.96
	Six Months	40.09	41.09	42.12
Gasfitter B	Start	26.06	26.71	27.38
	Six Months	38.15	39.10	40.08
Driver (6 Axle)	Start	22.23	22.79	23.36
	Six Months	30.03	30.78	31.55
Driver (5 Axle)	Start	21.98	22.53	23.09
	Six Months	29.71	30.45	31.21
Driver (3 Axle)	Start	21.78	22.32	22.88

	Six Months	29.60	30.34	31.10
Driver (2 Axle/Bulk)	Start	21.53	22.07	22.62
	Six Months	29.16	29.89	30.64
Driver (2 Axle/Cylinder)	Start	22.31	22.87	23.44
	Six Months	30.09	30.84	31.61
Crane Operator	Start	23.92	24.52	25.13
	Six Months	33.10	33.93	34.78
Driver (SOS)	Start	20.13	20.63	21.15
	Six Months	27.40	28.09	28.79
Shipper Plant Operator	Start	21.53	22.07	22.62
	Six Months	29.17	29.90	30.65
Labourer	Start	17.16	17.59	18.03
	Six Months	23.52	24.11	24.71
Plant Shipper Clerk	Start	19.79	20.28	20.79
	Six Months	27.42	28.11	28.81
Shipper Clerk	Start	18.51	18.97	19.44
	Six Months	25.76	26.40	27.06
Clerk	Start	17.38	17.81	18.26
	Six Months	24.30	24.91	25.53

Yukon Standard Wage Rate	01-Jan-14	01-Jan-15	01-Jan-16
--------------------------	-----------	-----------	-----------

		<b>2.5%</b>	<b>2.5%</b>	<b>2.5%</b>
Gasfitter A	Start	25.15	25.78	26.42
	Six Months	35.41	36.30	37.21
Gasfitter B	Start	23.65	24.24	24.85
	Six Months	33.46	34.30	35.16
Driver (6 Axle)	Start	21.21	21.74	22.28
	Six Months	29.89	30.64	31.41
Driver (5 Axle)	Start	21.62	22.16	22.71
	Six Months	29.59	30.33	31.09
Driver (3 Axle)	Start	21.42	21.96	22.51
	Six Months	29.44	30.18	30.93
Driver (2 Axle/Bulk)	Start	21.17	21.70	22.24
	Six Months	28.99	29.71	30.45
Driver (2 Axle/Cylinder)	Start	21.96	22.51	23.07
	Six Months	29.92	30.67	31.44
Crane Operator	Start	22.54	23.10	23.68
	Six Months	31.67	32.46	33.27
Driver (SOS)	Start	19.78	20.27	20.78
	Six Months	26.37	27.03	27.71
Shipper Plant Operator	Start	20.50	21.01	21.54
	Six Months	28.15	28.85	29.57
Labourer	Start	16.83	17.25	17.68
	Six Months	23.37	23.95	24.55
Plant Shipper Clerk	Start	19.43	19.92	20.42
	Six Months	27.29	27.97	28.67
Shipper Clerk	Start	18.15	18.60	19.07
	Six Months	27.29	27.97	28.67



Clerk	Start	17.04	17.47	17.91
	Six Months	24.16	24.76	25.38

- (a) Gasfitters will be entitled to an additional premium payment of \$1.00 per hour on their regular rate for all hours worked while utilizing specialized tickets.
- (b) Employees hauling a propane trailer PUP will be entitled to an additional premium payment of \$0.75 per hour on their regular rate for all hours worked while hauling the PUP.
- (c) Employees who hold a valid certification to work on the railway will be entitled to an additional premium payment of \$1.00 per hour on their regular rate for all hours worked while working on the railway.
- (d) Should the Company implement a new vehicle configuration a meeting with the Union will take place to establish a new driver rate.

**TECHNICAL LEAD**

Where deemed necessary by the Company, a Technical Lead may be designated within a work group, giving due consideration to ability, qualifications required for the position, merit and seniority. These positions will not be posted.

An employee designated as a Technical Lead will be entitled to a premium payment of \$2.50 per hour on their regular rate for all hours worked during their assignment as a Technical Lead. The premium will be payable for all hours worked, but will not form part of the employee's regular rate for the purpose of overtime, vacation pay or other premium pay.

Technical Leads are responsible for assisting management with:

- (a) ensuring that employees are trained;
- (b) transmitting work instructions and specifications to employees;
- (c) coordinating and distributing work within the work group;
- (d) motivating employees to complete work safely, effectively and efficiently;
- (e) solving work problems within the work group; and
- (f) performing other duties as assigned with respect to the work group.

Technical Leads do not have the authority to discipline other employees.

**NORTHERN RESIDENCE ALLOWANCE**

Northern Residence Allowance for Fort St. John Market (including Chetwynd, Fort Nelson and Fort St. John)

The Company will provide an annual allowance of \$2,200 to employees at these locations, prorated and paid bi-weekly. This amount will be reported on the employee's T4.

## **YUKON TRANSPORTATION ALLOWANCE**

During each year of the Agreement, the employees residing in the Yukon Territory will be entitled to the following transportation allowance to be received with vacation scheduled outside of the Yukon Territory, subject to the following:

- (a) upon commencing employment with the Company an employee will be eligible for a maximum transportation allowance in the amount of \$1,200 per year; and
- (b) after completing three years of continuous employment with the Company an employee will be eligible for a maximum transportation allowance in the amount of \$2,400 per year.

The transportation allowance will be made available to eligible employees upon receipt of a written request to the Company provided no less than 14 days prior to the employee's scheduled vacation.

## **APPENDIX "B"**

### **TEAMSTERS NATIONAL BENEFIT PLAN**

#### Section 1 - Participation

It is agreed that the Company will participate throughout the life of the Agreement in the Teamsters' National Benefit Plan (the "Plan") as amended from time to time.

#### Section 2 - Trust Agreement

The Plan and the activities of the Board of Trustees will be governed by an Agreement and Declaration of Trust (the "Trust Agreement"), established July 1, 1971 and revised on November 26, 1990.

The Company agrees that it shall be bound by the terms and conditions of the Trust Agreement.

#### Section 3 - Board of Trustees

A Board of Trustees will be constituted of those persons provided for in the Trust Agreement.

#### Section 4 - Plan Administration

The terms of the Plan and its administration shall be entirely the responsibility of the Board of Trustees provided the Plan is administered in accordance with the Collective Agreement, the Trust Agreement and any applicable government law or regulation. Benefits provided will be determined by the Trustees and will be subject to such rules, limitations and exceptions contained in Plan documents and insurance contracts as are established and accepted by the Trustees from time to time.

#### Section 5 – Eligibility Conditions

- (a) Any member of the Union who is a Regular employee on the date of this Agreement shall join the Plan on the first day of the month following the date of this Agreement.
- (b) Any member of the Union, employed pursuant to this Agreement, shall join the Plan on the first day of the month coincident with or immediately following the date on which the employee becomes a Regular Employee.
- (c) Notwithstanding subparagraph "(a)" above, any member of the Union, employed pursuant to this Agreement, who has been covered under the Plan within the 30 day period immediately prior to the date on which he commences work with the Company, and who becomes a Regular Employee, shall join the Plan on the later of his date of hire or the day following termination of his previous coverage.
- (d) If an employee whose coverage has been terminated due to lay-off or any other temporary interruption of work, is recalled and works a minimum of one full shift,

coverage for the weekly indemnity and long term disability benefits will commence on the date of return to work, and all other benefits will be reinstated as of the first day of the month in which return to work occurs.

- (e) Notwithstanding the provisions of this section, any employee not covered under the Plan who is absent from work due to layoff, leave of absence, disability or any other temporary interruption of employment on the date coverage would normally take effect shall not be eligible to become covered until the date on which he returns to active employment and works one full shift. Coverage for all benefits except weekly indemnity and long term disability will be established as of the first day of the month in which the return to work occurs. Weekly indemnity and long term disability benefits will be established as of the date of return to work.

#### Section 6 - Rehabilitative Employment

Any employee who, immediately following a period of disability for which benefits were payable under the Plan, may, with the approval of the Union, the Board of Trustees and the Company return to work on a trial basis, either on full or limited duties without right or entitlement to coverage under the Plan other than would have been provided had such return to work not have occurred.

During such periods of "rehabilitative employment", it is agreed that:

- (a) The employee will be paid by the Company at his normal rate of pay for hours worked.
- (b) The duration of such rehabilitative employment shall exceed 30 days only by mutual consent of all parties.

#### Section 7 - Benefits

Benefits provided by the Plan are established by the Board of Trustees. Benefits currently provided are:

- (a) Group Life Insurance
- (b) Accidental Death and Dismemberment Insurance
- (c) Weekly Indemnity
- (d) Long Term Disability
- (e) Dental
- (f) Extended Health
- (g) Medical Services Plan of BC (administration)

The amounts of coverage and details of each benefit are established by the Board of Trustees, and are subject to amendment by them from time to time.

It is understood that, should the provision of Medical Services Plan of B.C. coverage be removed from the Plan, the Company will be fully responsible for providing such coverage, and that the cost of such coverage will be paid for by the Company. It is further understood that entitlement to coverage for Medical Services Plan of B.C. coverage will be identical to entitlement to coverage under the Plan.

The amounts of coverage and details of each benefit are established by the Board of Trustees, and are subject to amendment by them from time to time.

In the event that the Plan's weekly indemnity benefit is maintained at a level that will allow the Company to qualify for premium reduction under the Employment Insurance Act, the employees' share of such reduction (5/12) shall be retained by the Company as payment in kind for benefits provided.

#### Section 8 – Costs

The Company shall contribute 100% of the contribution rate established by the Board of Trustees for any month in which any employee is covered by the Plan for one day or more.

#### Section 9 - Payment of Contributions

- (a) Contributions will be made on a calendar month basis for each eligible employee and the Company shall remit the total contribution to the Plan not later than the 20th day of the month for which coverage is being provided.
- (b) The Company agrees to hold in trust, until remitted, all amounts payable in respect of the Plan pursuant to this Agreement and shall be liable, as such, for failure to remit for any reason including, but not limited to liquidation, assignment or bankruptcy of the Company.
- (c) The Company agrees that the Trustees of the Plan shall have the right to take legal action against the Company to obtain payment of all contributions and interest thereon due pursuant to this Agreement.
- (d) The Company agrees that, if contributions are not received by the Plan Administrator within the agreed time period (or postmark on the envelope enclosing the contributions is not within the agreed time period), then the Company shall be liable for the payment of such contributions plus interest on the contributions at a rate determined by the Trustees but not to exceed 2% per month from the date such contributions were due to the date of receipt by the Union or the Plan Administrator.
- (e) The Company agrees that, if the Union or the Trustees of the Plan incur any legal or other costs to recover contributions due and payable by the Company, the Company shall be liable to reimburse the Union or the applicable Trustees for such costs.

## Section 10 - Termination of Coverage

Except as provided under Section 5, subparagraph (e), hereunder,

- (a) All coverage under the Plan will terminate at the end of the month in which lay-off or any other temporary interruption of employment commences.
- (b) If employment is terminated, coverage for the weekly indemnity and long term disability benefits will terminate immediately upon termination of employment and all other coverage will terminate at the end of the month in which termination of employment occurs.
- (c) It shall be the responsibility of the Company to advise the Administrator of the Plan in a timely fashion of termination of a member's coverage and the Company will be held responsible for any costs incurred by the Board of Trustees that result from late notification of termination of coverage.

## Section 11 - Failure to Remit Contributions

It is agreed that, if the Company fails, due to reasons other than clerical error, to remit contributions due under this Agreement on behalf of any eligible employee, the Company shall be liable for the payment of all benefits the employee does not receive from the Benefit Plan but would have received had the Company remitted the required contributions. In the event of clerical error, the Company shall be liable for the payment of any benefits for which the Trustees are unable to obtain insurance due to late application.

## Section 12 - General

- (a) It shall be the responsibility of the Trustees of the Plan to provide all necessary enrolment and administrative forms to the Company and, when necessary, the employee.
- (b) It shall be the responsibility of the Company to complete an Employer Authorization form enrolling eligible employees on the Plan. The Company shall provide the employees with the Member Data form necessary for dependent coverage and beneficiary appointment. Forms required to make claim under the Plan shall also be made available.
- (c) It shall be the responsibility of the employee to cause the Member Data form and claim forms to be completed and submitted to the Plan.

## **APPENDIX "C"**

### **TEAMSTERS NATIONAL PENSION PLAN**

#### **Section 1 - Participation**

It is agreed that the Company will participate throughout the life of the Agreement in the Teamsters' National Pension Plan (the "Plan") as amended from time to time.

#### **Section 2 - Trust Agreement**

The Plan and the activities of the Board of Trustees will be governed by an Agreement and Declaration of Trust (the "Trust Agreement"), established January 1, 1982 and amended by the Trustees from time to time.

The Company agrees that it shall be bound by the terms and conditions of the Trust Agreement.

#### **Section 3 - Board of Trustees**

A Board of Trustees will be constituted of those persons provided for in the Trust Agreement.

#### **Section 4 - Plan Administration**

The terms of the Plan and its administration shall be entirely the responsibility of the Board of Trustees provided the Plan is administered in accordance with the Collective Agreement, the Trust Agreement and any applicable government law or regulation.

#### **Section 5 - Eligibility Conditions**

- (a) Any member of the Union, employed pursuant to this Agreement, shall join the Plan on the first day of the month coincident with or immediately following the date on which the employee becomes a Regular Employee.
- (b) Notwithstanding subparagraph "(a)" above, any member of the Union, employed pursuant to this Agreement, who has been covered under the Plan within the 30 day period immediately prior to the date on which he commences work with the Company, and who becomes a Regular Employee, shall join the Plan on the later of his date of hire or the day following termination of his previous coverage.
- (c) It is understood that any person who is not subject to the terms of this Agreement, or any person employed on the basis of being a dependent contractor is not eligible to participate in this Plan.

#### **Section 6 - Benefits**

Benefits provided by the Plan are established by the Board of Trustees.

## Section 7 - Contributions

- (a) The cost of contributions to the Plan shall be borne wholly by the Company.
- (b) The Company shall contribute in respect of each Regular Employee in accordance with the following:

Effective January 1, 2014 - \$3.08 per regular hour worked. Maximum contribution of \$6407.00 or 2080 hours.

Effective January 1, 2015 - \$3.16 per regular hour worked. Maximum contribution of \$6573.00 or 2080 hours.

Effective January 1, 2016 - \$3.24 per regular hour worked. Maximum contribution of \$6740.00 or 2080 hours.

- (c) The following shall be deemed to be periods of work for which contributions are required to be paid by the Company:

- All hours worked.
- Periods of Paid vacation
- Sick Leave (under the Sick Leave Provision of this Agreement)
- Bereavement leave
- Statutory holidays
- Special personal floating holiday
- Periods of Banked Overtime

No contributions are required to be paid for:

- Change in shift penalty
- Call time - where a call involves a four hour minimum embodying call time and hours worked, contributions are only required for hours worked.
- Severance allowance.
- Non-work hours as described in Section 8, of this Appendix C.

- (d) (i) Contributions shall be made on a calendar month basis for each eligible employee and the Company shall submit the total contribution to the Trust aforesaid, not later than the 20<sup>th</sup> day of the following month.

(ii) The Company agrees to hold in trust, until remitted, all amounts payable in respect of the Plan pursuant to this Agreement and shall be liable, as such, for failure to remit for any reason including, but not limited to liquidation, assignment or bankruptcy of the Company.



(iii) The Company acknowledges that the Trustees of the Plan shall have the right to take legal action against the Company to obtain payment of all contributions and interest thereon due pursuant to this Agreement.

(iv) The Company agrees that, if contributions are not received by the Plan Administrator within the agreed time period (or postmark on the envelope enclosing the contributions is not within the agreed time period), then the Company shall be liable for the payment of such contributions plus interest on the contributions at a rate determined by the Trustees but not to exceed 2% per month from the date such contributions were due to the date of receipt by the Plan Administrator.

(v) The Company agrees that, if the Union or the Trustees of the Plan incur any legal or other costs to recover contributions due and payable by the Company, the Company shall be liable to reimburse the Union or the Trustees for such costs.

#### Section 8 - Non-Work Hours

In order that the Trustees may properly adjudicate any pension credits that may be due to an employee during periods of absence from work due to disability, the Company agrees to provide, on a monthly basis, a report of all hours of work lost by any employee due to disability for which the employee is receiving temporary time loss benefits from the Workers Compensation Board, Weekly Indemnity or Long Term Disability Benefits under a group insurance plan provided pursuant to this Agreement or Maternity / Parental Benefits under the *Employment Insurance Act*.

This report shall be provided no later than the 20<sup>th</sup> day of the month following the month in which the employee suffered loss of hours due to disability or maternity.

## ADDENDUM

### ARTICLE 15 - ANNUAL VACATIONS

Section 1 is clarified with respect to application of 1500 hours minimum worked during vacation administration year (May 1 to April 30) in conjunction with an employee's anniversary date to qualify for vacation entitlement effective May 1, 1990.

employee must work more than 1500 hours to qualify for "greater of" formula.

Every intervening year of less than 1500 hours worked extends entitlement one year in calculation of "greater of" formula and qualifying for extra week at 2% (i.e. could take 12 years to receive extra week's entitlement at 9 years).

#### Example 1

#### Vacation Entitlement/Pay

- |  |   |
|--|---|
| a) 1500 hours worked<br>1st year               | greater of 10 days' pay or 4% of annual<br>gross earnings                   |
| b) 1500 hours worked<br>intervening years      | qualifies for "greater of" formula  |
| c) 1500 hours worked<br>3rd/9th/15th/20th year | extra week @ 2% of earnings from<br>anniversary date to May 1st cutoff date |

#### Example 2

#### Vacation Entitlement/Pay

- |  |   |
|--|---|
| a) 1200 hours worked<br>1st year               | 6 days' pay @ 4% of annual gross earnings |
| b) 1200 hours worked<br>intervening years      | regular % of annual gross earnings        |
| c) 1200 hours worked<br>3rd/9th/15th/20th year | no extra week @ 2%                        |

#### Example 3

#### Vacation Entitlement/Pay

- |                                   |   |
|-----------------------------------|---|
| a) 1500 hours worked<br>1st year  | greater of 10 days' pay or 4% of annual<br>gross earnings |
| b) 1200 hours worked<br>in a year | regular % of annual gross earnings                        |

OR

- |  |                    |
|--|--------------------|
| 1200 hours worked in<br>3rd/9th/15th/20th year | no extra week @ 2% |
|--|--------------------|

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**SUPERIOR PROPANE**

**AND**

**TEAMSTERS LOCAL UNION NO. 31**

**ARTICLE 12 - CLASSIFICATION AND WAGE RATES**

The Parties understand and mutually agree to pay ticket premiums for Occupational First Aid Attendants designated in the following manner:

Where an Occupational First Aid Attendant is required to be designated by the Workers' Compensation Board (WCB), the Company will pay the costs (course and exam fees) of training and re-training for Occupational First Aid Certificate required in accordance with WCB - Occupational First Aid Regulations, including lost time wages to the designated Occupational First Aid Attendant.

Designated Occupational First Aid Attendant will only receive their job classification rate of pay, plus the ticket premium rate as set forth.

Occupational "2" Ticket \$0.50 Effective January 1, 2011

Occupational "3" Ticket \$0.75 Effective January 1, 2011

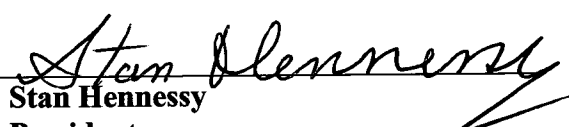
There will be no stacking or pyramiding of premiums.

Dated effective January 1, 2014 at Vancouver, British Columbia.

**SIGNED ON BEHALF OF THE  
COMPANY**

  
\_\_\_\_\_  
**Jim Reimer**  
General Manager

**SIGNED ON BEHALF OF THE  
UNION**

  
\_\_\_\_\_  
**Stan Hennessy**  
President

  
\_\_\_\_\_  
**Anthony Kirk**  
Business Agent

  
\_\_\_\_\_  
**Tom Brown**  
Business Agent

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**SUPERIOR PROPANE**

**AND**

**TEAMSTERS LOCAL UNION NO. 31**

**INDUSTRY ADVANCEMENT FUND**

The Industry Advancement Fund will be used for the enhancement of all persons dependent upon any industry represented by the Teamsters Local Union 31.

The Company will make contributions of \$0.05 per hour for which wages are payable hereunder for each employee covered by the collective agreement.

Payment of said funds will be made to the respective Union's Industry Advancement Fund by the 15<sup>th</sup> day of the month following that to which they refer.

This payment will be independent and separate from any other payment made to the Teamsters Union, and will not be used to the detriment of Superior Propane.

Employees applying for grants from the Industry Advancement Fund will not be unreasonably refused, and the Teamsters Union will provide assistance to all applicant employees.

Dated effective January 1, 2014 at Vancouver, British Columbia.

**SIGNED ON BEHALF OF THE  
COMPANY**



---


**Jim Reimer**  
General Manager

---

---

---

**SIGNED ON BEHALF OF THE  
UNION**



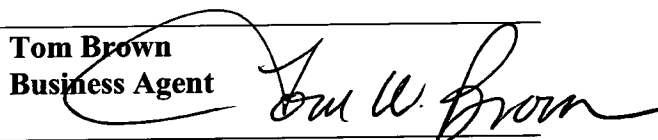
---

**Stan Hennessy**  
President



---

**Anthony Kirk**  
Business Agent



---

**Tom Brown**  
Business Agent

---

**LETTER OF UNDERSTANDING #3**  
**BETWEEN**  
**SUPERIOR PROPANE**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 31**  
**WORKFORCE AUGMENTATION**

Based on the concerns that were raised during the current round of bargaining:

The parties agree that the Company will consult with the Union before hiring any employees that are needed to augment the workforce where there is insufficient work to guarantee the work week, hours of work, or shifts. If a situation as such occurs, those employees would be entitled to the full provisions of the Collective Agreement with the exception of language equivalent to that in:

**Article 10 Section 10.2 and 10.3**

It is further understood that such employees upon completion of the greater of 90 days or 720 hours of work probationary period from the date of hire, be provided BC MSP coverage if not already covered.

Employees hired to augment the work force shall be entitled to Health and Welfare benefits as in accordance to Appendix "B" one year from the date of hire, and shall be provided with coverage and re-coverage if recalled to work for 10 shifts or more within two calendar months.

This Letter of Understanding would only apply to those employees hired on an incidental or temporary basis and will be in effect only for those employees hired after the date of ratification.

(Vancouver Island will have a limit of three such employees. Once this limit has been reached, both parties agree to meet within six months to discuss raising or removing this limit.)

Dated effective January 1, 2014 at Vancouver, British Columbia

**SIGNED ON BEHALF OF THE  
COMPANY**

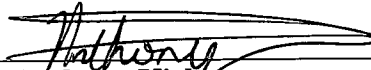


**Jim Reimer  
General Manager**

**SIGNED ON BEHALF OF THE  
UNION**

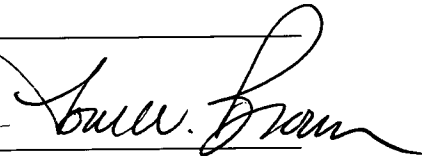


**Stan Hennessy  
President**



**Anthony Kirk  
Business Agent**

**Tom Brown  
Business Agent**



**LETTER OF UNDERSTANDING #4**  
**BETWEEN**  
**SUPERIOR PROPANE**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 31**

**DUAL CLASSIFICATIONS**

For the purpose of this Letter of Understanding, this letter applies only to the Gasfitter/Driver dual classification.

Dual classifications shall be implemented and posted only by mutual agreement between the Union and the Company (as outlined in 12.6).

All dual classifications once implemented shall be reviewed not less than once every six months with respect to the job composition. The review shall consider the last 12 months of activity.


In the event of a layoff within the geographical region an immediate review of all dual classification positions will take place with respect to the job composition. The Union and the Company by mutual agreement will determine whether the dual classification position fits the outlined criteria in Article 7.15 and this be a position in which the laid off employee may bump into.

For all dual classification posted the wage rate shall be paid at the higher rate of the two classifications.

This letter is subject to the grievance procedure as outlined in Article 6.

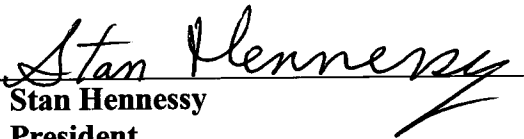
Dated effective January 1, 2014 at Vancouver, British Columbia

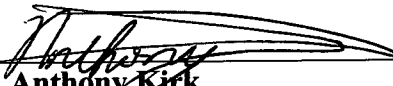
**SIGNED ON BEHALF OF THE  
COMPANY**

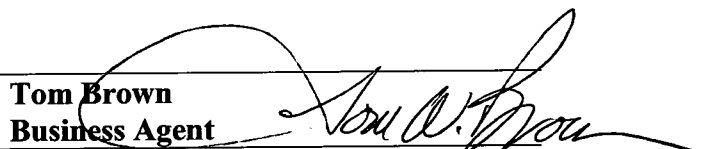
  
\_\_\_\_\_  
**Jim Reimer**  
**General Manager**

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

**SIGNED ON BEHALF OF THE  
UNION**

  
\_\_\_\_\_  
**Stan Hennessy**  
**President**

  
\_\_\_\_\_  
**Anthony Kirk**  
**Business Agent**

  
\_\_\_\_\_  
**Tom Brown**  
**Business Agent**