

COLLECTIVE AGREEMENT
BETWEEN

SIMARD WESTLINK INC.

AND

TEAMSTERS LOCAL UNION NO. 31

Clarified July 6, 2018

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SIMARD WESTLINK INC.

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COLLECTIVE AGREEMENT

BETWEEN:

SIMARD WESTLINK INC.
(the "Company" OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION 31
(the "Union") OF THE SECOND PART

Executed this day of , 2018.

PREAMBLE

The Union, the Company and the employees covered by this Agreement recognize a mutual obligation to cooperate fully, individually and collectively to advance the interests of the Company and those employed by it.

ARTICLE 1 - PURPOSE

The purposes of this Agreement are:

- (a) to establish the terms and conditions of employment for employees of the Company; to set out the rights of the Union and the Company; and
- (b) to establish a procedure for the settlement of disputes between the parties arising from the application or interpretation of this Agreement, the discipline or discharge of an employee covered by this Agreement.
- (c) whenever the masculine gender is used in this Agreement, it shall be deemed to mean the feminine as well.
- (d) where it says "employee" it also means "owner-operator" and "company driver" unless otherwise specified.

ARTICLE 2 - UNION RIGHTS AND RECOGNITION

2.01 Bargaining Unit

The Bargaining Unit is comprised of all employees or categories of employees referred to in the Certificate of Bargaining Authority as varied from time to time by the Labour Relations Board of British Columbia, and any other employees included by mutual agreement between the parties.

2.02 Bargaining Authority

The Company recognizes the Union as the exclusive bargaining agent for all persons within the bargaining unit. The Company agrees not to enter into any agreement or contract with employees of the Company, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement without the consent of the Union.

2.03 Union Security

The Company will require as a condition of employment or continued employment that all employees within the bargaining unit:

- (a) become and remain members in good standing of the Union; and
- (b) complete and sign an authorization card, provided by the Union, authorizing the Company to deduct from his earnings any Union initiation fees, dues or assessments levied in accordance with the Constitution and By-Laws of the Union.

2.04 Union Dues

- (a) The Company shall remit to the Union the initiation fees, dues and/or assessments deducted pursuant to 2.03, no less frequently than once per month following the date the deduction was made.
- (b) The Company shall provide a current list of employees from whom deductions have been made.

2.05 Union Shop

- (a) Following the hiring of a new employee, the Company will:
 - (i) notify the Union office before the person commences work; and
 - (ii) require that the person make application for membership in the Union within three (3) days of commencing employment; and provide the Union with a list of new employees within seven (7) days of their commencement of employment.
- (b) In the event the Company fails to comply with the provisions of this Article they shall, on written request by the Union discharge the person hired and accept applications from persons referred by the Union.
- (c) Nothing in this Article shall be deemed to require the Company to hire any person who is unsuitable, unqualified or unable to perform the available work.

2.06 Bargaining Unit Work

Every motor vehicle and every piece of mobile equipment used by the Company, shall be operated by employees of the Company, members of the Union.

2.07 Contracting Out

The Company agrees not to contract out any work normally performed by employees covered by this Agreement if any employee is on lay-off for lack of work at the time such contracting out is introduced or if the contracting out would cause the lay-off of any employee.

2.08 Bulletin Boards

The Company will provide bulletin boards in the driver's lunchroom and dispatch area for the posting of this Agreement and for such notices as the Union or Company may wish to post. Union notices shall be posted and signed by an authorized representative of the Union.

2.09 Union Insignia

An employee may affix a Union decal not exceeding three (3) inches by four (4) inches to the glass area of the equipment he is operating provided it does not impair the vision of the operator. In the case of the equipment of a third party lease holder not objecting to a Union decal appearing on its equipment.

2.10 Stewards and Inspection Rights

- (a) Authorized agents of the Union will upon reasonable notice request and have access to the Company's establishments during working hours for the purpose of investigating conditions related to this Agreement and shall in no way interrupt the Company's working schedule.
- (b) The Union shall elect or appoint Shop Stewards from among its members in the bargaining unit and shall notify the Company in writing forthwith of such appointments and deletions of those employees so elected or appointed. The Company will recognize Shop Stewards and not discriminate against them for lawful Union activity. The Company will notify the Union forty-eight (48) hours prior to the dismissal of a Shop Steward and, upon the Union's request, give the reason in writing.
- (c) A Shop Steward will be paid to attend grievance meeting(s) with Company if at a time the Shop Steward would otherwise be working. The grievance meeting time is set at a time agreeable to both the Company and the Union.

2.11 Union Right of Collection

In the event the Company fails to remit Health and Welfare, or Dues as required by this Agreement, the Company shall be liable for interest.

2.12 Safety Conditions - Maintenance of Equipment

It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in safe operating condition. No employee will be required to operate equipment on public streets and thoroughfares that is not in compliance with the appropriate provisions of the law dealing with safety requirements for mobile equipment; i.e. brakes, steering, adequate mirrors, signal lights or other lighting equipment.

ARTICLE 3 - TECHNOLOGICAL CHANGE

3.01 Definition

Technological and mechanical changes shall be defined to mean the introduction and utilization of vehicular and other equipment changes which have not previously been used with the bargaining unit by the Company and the use of which results in the termination or the laying off of regular employees.

3.02 Recognition by Parties

All Parties to this Agreement recognize that technological and mechanical changes that result in the increased efficiency and productivity must be encouraged and further, that all Parties have a direct responsibility to reduce to a minimum the adverse effects that may result from such changes.

3.03 Prior Notification

The Company shall provide the Union with reasonable notice, and not less than thirty (30) calendar days prior to the introduction of technological or mechanical changes and the matter shall immediately become the topic of general discussion and consultation between the Company and the Union, and particularly in regard to:

- (a) The effect such changes will have on the number of employees within the bargaining unit.
- (b) The probable effect on working conditions.
- (c) Any changes in job classifications.

3.04 Dislocated Employees

In the event technological or mechanical changes result in a reduction in the work force or the demotion or promotion of employees, such reductions, demotions or promotions shall be done in accordance with the provisions of Article 5.03, Seniority, as contained herein.

3.05 Retraining and Upgrading

The Parties jointly and individually will undertake with the assistance of Employment and Immigration Canada and through recognized provincial or local adult training programs, if necessary, to retain and upgrade regular employees to enable them to become qualified and capable of performing new jobs resulting from or created by the technological or mechanical change.

3.06 New Equipment or Classifications

Prior to any new types of equipment and/or new classifications of employment for which rates of pay are not established by this Agreement are put into use, (a) the Company shall provide the Union with reasonable notice, and (b) not less than thirty (30) days prior to implementation, the matter shall become the subject of discussion between the parties for rates governing such equipment and classifications of employment, and (c) the Company and the Union shall finalize within sixty (60) days after such implementation a rate to be established and such rate to be retroactive to date of implementation. This will not affect the purchase of new equipment already categorized in Appendix "A".

ARTICLE 4 - TRANSFER OF BUSINESS

4.01 Notification

The Company shall notify the Union in the event the business or any substantial part thereof, is sold, leased or otherwise transferred not later than the effective date of the sale, lease or transfer.

4.02 Disclosure

The Company agrees to disclose the existence of this Agreement, the Union's bargaining authority and the existence of legislative successor rights to any purchaser.

ARTICLE 5- JOB SECURITY

5.01 Lay-off

- (a) In the event of a reduction of work lasting more than two (2) days in either the Port Division or the Rail Division of the Company, employees shall be laid off in reverse order of seniority provided the remaining employees are qualified and capable of performing the remaining work and provided he has been given an opportunity to demonstrate his capability. A laid off employee in either Division will have the ability to remain at the other division provided his layoff is greater than twenty (20) days, at which time he may permanently post into the other division.
- (b) Permanent openings shall be posted. An employee shall have forty-eight (48) hours to bid posting. Vacancies will be awarded to the senior applicant. Displaced drivers will have forty-eight hours (48) to bump on a seniority basis.
- (c) In the event an employee is banned from a customer, he may go to another division at the bottom of that seniority list until there is a posting and he may post in providing his seniority allows it (if Port work, may require a Port pass).

5.02 Recall

In the event of an increase in work, employees shall be recalled in order of seniority provided the recalled employees are capable of performing the available work.

5.03 Seniority

Seniority shall be calculated from an employee's date of hire provided he completes his probation period and has retained his seniority through any preceding lay-off.

5.04 Seniority Units

In all areas, seniority shall include all terminals in a particular city and there may be four (4) separate groups.

- (a) Group 1: company drivers Port division
- (b) Group 2: owner operators/dependent contractors Port division
- (c) Group 3: company drivers CP Rail division
- (d) Group 4: owner operators/dependent contractors CP Rail division

There shall be one seniority unit within Group #1 one within Group #2, one within Group #3 and one within Group #4; seniority shall be recognized system wide within the jurisdiction of the Local Union in which he is a member for the purpose of bidding on new jobs and vacancies (one overall seniority list).

5.06 Seniority Lists

The Company will post and maintain seniority lists and provide copies of the current list to the Union in July and January.

5.07 Loss of Seniority

An employee will lose his seniority when he:

- (a) is discharged for cause, or
- (b) retires, or
- (c) resigns, or
- (d) is on lay-off more than nine (9) months and has less than five (5) years of seniority or is on lay-off more than twelve (12) months and has more than five (5) years Of seniority, or
- (e) fails to report for duty when recalled, or
- (f) cannot be contacted for recall by telephone and
 - (a) the Union has been notified, and
 - (b) three days have elapsed since the Union was notified, or
- (g) is absent without leave or reasonable excuse for three (3) consecutive working days, or
- (h) accepts a position with the Company outside of the bargaining unit, with the prior written consent of the Company, and does not return to the bargaining unit within ninety (90) days, or
- (i) applies for on his own volition and receives a Union withdrawal card.

ARTICLE 6 - PROBATION PERIOD

Employees shall be on probation until they complete ninety (90) calendar days of employment and shall not accrue seniority during their probationary period except that on successful completion of their probationary period their seniority shall be retroactive to the date of hire.

ARTICLE 7 - LEAVE OF ABSENCE

7.01 Leave of Absence

- (a) When the requirements of the Company's services will permit any employee hereunder upon written application to the Company with a copy of said application to the Union may, if approved by the Company be granted a leave of absence in writing with a copy to the Union for a period of thirty (30) calendar days.
 - (i) Upon six (6) months prior notification an employee may request every three (3) years and may be granted up to thirty (30) days leave of absence in conjunction with his holidays. When considered by the Company approval or rejection is to be given in writing with a copy to the Union within thirty (30) calendar days and if approved such approval may not be withdrawn except by mutual consent of the employee and the Company. Under such leaves the employee will retain and accrue seniority only.
 - (ii) Such leave may be extended for additional periods of thirty (30) calendar days when approved

by both the Company and the Union in writing and seniority will accrue during such extensions.

- (iii) Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit his seniority and his name will be stricken from the seniority list and he will no longer be considered as an employee of the Company.
- (iv) The Company may request that an owner-operator provide a driver for any leaves of absence over thirty (30) days.
- (v) If an employee, employed in a classification requiring a drivers license, suffers the revocation of his drivers license, he will be re-classified provided he is capable and work is available and such work will not result in the bumping of regular employees. If such employee cannot be re-classified, the Company may grant a leave of absence to such an employee who has suffered a revocation of his drivers license of up to eight (8) months duration in writing with a copy to the Union. The employee may only take advantage of this section once while in the employ of the Company, however no such leave will be granted for a second offence.
- (vi) Compassionate leave shall not be unreasonably denied as per the Employment Standards Act.

7.02 Bereavement Leave

- (a) (i) The below list is the amount of paid days allotted due to bereavement leave. To be eligible for these paid days, the company driver must have 60 days of continuous service and have passed the probation period.
- (ii) The below list is the amount of days allotted due to bereavement leave. To be eligible for these days without pay, the owner operator must have 60 days of continuous service and have passed the probation period.

| | | | |
|------------------------|-----------------|----------------------|-----------------|
| Spouse/Child | 5 days | Mother/Father | 3 days |
| Mother-/Father-in-law | 2 calendar days | Brother/Sister | 2 calendar days |
| Grandparents | 1 calendar day | Daughter-/son-in-law | 1 day |
| Brother-/sister-in-law | 1 day | Grandchildren | 3 calendar days |

These days cannot be fractioned out and a written proof will be required.

If the wake or funeral takes place on a Saturday or Sunday, these days will not be remunerated, with the exception of spouse or child, where five days are automatically remunerated.

- (b) An employee is entitled upon written request and twenty-four (24) hours' notice to leave of absence without pay for the purpose of attending a funeral (of people not in (a)) provided such leave does not interfere with the efficient operation of the business.

7.03 Court Duty Leave

- (a) A company driver is entitled to a leave of absence without loss of regular straight time pay for the purpose of:
 - (i) attending court as a witness under subpoena concerning matters occurring during the regular course of his employment, or

- (b) An owner operator is entitled to a leave of absence without pay for the purpose of:
 - (i) attending court as a witness under subpoena concerning matters occurring during the regular course of his employment, or
- (c) An employee shall not be entitled to Court Duty Leave while on other leave of absence, vacation, regular days off or lay-off or while receiving benefits under the Health and Welfare Plan or Workers' Compensation.

7.04 Medical Examination Leave

- (a)
 - (i) A company driver shall be entitled to a leave of absence without loss of regular straight-time pay for the purpose of attending a Company required medical or physical examination during working hours.
 - (ii) An owner operator shall be entitled to a leave of absence without pay for the purpose of attending a Company required medical or physical examination during working hours.
- (b) An employee required to attend a Company required medical or physical examination outside of his regular working hours shall receive straight time pay to a maximum of two (2) hours for such time except when such an examination precedes his return to work following illness or injury.

ARTICLE 8 - VACATION

8.01 Anniversary Year

An employee's vacation entitlement shall be calculated on a calendar year basis May 1 to April 30.

8.02 Entitlement

Company Drivers

After May 1st of the current year, company drivers who have completed 1 year of continuous service will receive 2 weeks of paid vacation at 4% of the company driver's total earnings from May 1st of the previous year to April 30th of the current year.

After May 1st of the current year, company drivers who have completed 5 years of continuous service will receive 3 weeks of paid vacation at 6% of the company driver's total earnings from May 1st of the previous year to April 30th of the current year.

After May 1st of the current year, company drivers who have completed 12 years of continuous service will receive 4 weeks of paid vacation at 8% of the company driver's total earnings from May 1st of the previous year to April 30th of the current year.

After May 1st of the current year, company drivers who have completed 19 years of continuous service will receive 5 weeks of paid vacation at 10% of the company driver's total earnings from May 1st of the previous year to April 30th of the current year.

Owner Operators

After May 1st of the current year, owner operators who have completed 1 year of continuous service will receive 2 weeks of unpaid vacation.

After May 1st of the current year, owner operators who have completed 5 years of continuous service will receive 3 weeks of unpaid vacation.

After May 1st of the current year, owner operators who have completed 12 years of continuous service will receive 4 weeks of unpaid vacation.

After May 1st of the current year, owner operators who have completed 19 years of continuous service will receive 5 weeks of unpaid vacation.

Vacation days will be determined and allotted based on seniority.

Two week vacation periods will be allowed between May 15th and September 15th. During the holidays, only 1 week will be allowed. Three to five consecutive weeks of vacation will be allowed for any other requests not during the aforementioned periods with the consent of the supervisor.

8.03 Vacation Schedule

- (a) Employees shall be granted their vacation in order of their seniority. Employees may take their entire vacation allotment at once if they wish. For vacation purposes only, there will be four (4) separate vacation lists: (1) owner-operators portside; (2) owner-operators CP; (3) company drivers portside; (4) company drivers CP.
- (b) The Company shall post a schedule for employees to select their vacation on March 1, and employees shall indicate their selection not later than March 31.
- (c) The Company shall review the selections and post an approved schedule not later than April 30. An approved schedule may not be changed except by mutual agreement between the Company and the employees affected.
- (d) An employee who fails to select his vacation prior to March 31 may be assigned his vacation period by the Company.
- (e) Each seniority group may have two (2) employees granted vacation at the same time. However, in the months of December, January and February, an additional one (1) employee in each worksite is allowed off. If any division (Port or CP) increases its employees by fifty percent or more, an additional employee will be allowed off at the same time.

ARTICLE 9 PAID HOLIDAYS

- (a) The following have been designated holidays:

| | |
|---------------|------------------|
| New Years Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Family Day | |

Victoria Day
Canada Day
B.C. Day

Remembrance Day
Christmas Day

In the event a General Holiday is proclaimed by the Federal or Provincial Government, such holiday shall be observed as a General Holiday.

- (b) A company driver shall be entitled to pay for holidays in accordance with Employment Standards.
- (c) Owner operators are entitled to the time off without pay.
- (d) A company driver shall receive eight (8) hours pay at his regular rate as holiday pay.
- (e) In the event a holiday falls on an employee's regular day off the day designated by the employer preceding or following shall be taken off in lieu.
- (f) Holidays falling during an employee's vacation shall be scheduled on the day preceding or the day following the vacation at the time the vacation is scheduled.

ARTICLE 10 - HOURS OF WORK FOR COMPANY DRIVERS

10.01 Regular Hours

The regular hours of work shall consist of eight (8) consecutive hours exclusive of the meal period.

10.02 Regular Week

The regular work week shall be five (5) days with two (2) consecutive days off in each calendar week.

ARTICLE 11 - OVERTIME FOR COMPANY DRIVERS

11.01 Daily Overtime

Overtime shall be paid for time worked in excess of a regularly scheduled shift on the following basis:

- (a) time and one-half for the first four (4) hours, and
- (b) double time for hours worked in excess of (a).

The compensation for overtime is on a daily basis and not cumulative.

11.02 Day of Rest Overtime

Overtime shall be paid for hours worked on a day of rest on the following basis:

- (a) time and one-half for the first eight (8) hours, and
- (b) double time after eight (8) hours.

11.03 Allocation of Overtime

Overtime shall be allocated to the most senior, capable employee who is available and willing to work.

In the event no employee volunteers to work overtime, the Company may assign the overtime work to capable employees in reverse order of seniority. Regardless of seniority the driver must complete his run, even if that results in overtime.

ARTICLE 12 - REPORTING PAY

12.01 Four Hour Guarantee

A company driver reporting for work on a regular scheduled work day shall be paid a minimum of four (4) hours pay.

12.02 Minimum Call Out

A company driver who has left the work site and is called back to work after completing his regular shift or on a day of rest including a paid holiday and reports shall be paid a minimum of four (4) hours pay at the appropriate rate.

However, a company driver who completes the work for which he was called may decline to continue to work and shall be paid for time worked at the appropriate rate with a minimum of two (2) hours pay.

12.03 Meetings and Workshops

- (a) All employees who are required to attend any meetings or workshops by the Company or customer outside of the employee's regular work day or scheduled hours of work shall be paid two (2) hours at their straight time rate and for all hours in excess of two (2) hours.
- (b) Employees will sign and date a sign-in sheet which shall be verified by a Company representative and a shop steward. The shop steward shall be provided with a copy of the sign-in sheet.
- (c) Owner operators are entitled to the time off without pay. Company drivers are entitled to the time off with pay.

ARTICLE 13 - MEAL AND REST BREAKS

13.01 Meal Period

Employees shall have one meal period as closely as practical to the middle of their shift. The meal period shall be thirty (30) minutes and shall be without pay.

13.02 Rest Breaks

- (i) Company drivers shall have a fifteen (15) minute rest break with pay in the first and second half of each shift.
- (ii) Owner Operators shall have a fifteen (15) minute rest break without pay in the first and second half of each shift.

13.03 Overtime Rest Periods

A mandatory coffee break of fifteen (15) minutes will be provided to company drivers during the first two (2) hours of overtime provided the overtime worked is to exceed one half (1/2) hour but not if a meal period is scheduled as provided in 13.05.

13.04 Overtime Rest Breaks

- (i) Company drivers have fifteen (15) minute rest break with pay during each two (2) hour period of overtime scheduled at the conclusion of the first half (1/2) hour of overtime.
- (ii) Owner operators have fifteen (15) minute rest break without pay during each two (2) hour period of overtime scheduled at the conclusion of the first half (1/2) hour of overtime.

13.05 Overtime Meal Period

- (i) Employees required to work overtime in excess of two (2) hours shall be entitled to a thirty (30) minute meal break with pay at the end of his regular shift. Where such interruption of work is not practical, the meal break shall be taken later, but not added to the end of the shift.
- (ii) Owner operators are entitled to the time off without pay. Company drivers are entitled to the time off with pay.

ARTICLE 14 - PAY PERIODS

14.01 Weekly Pay

Except as otherwise provided in this Article, employees shall be paid weekly every Thursday all wages earned during the previous week.

14.02 Statement

The Company will provide employees with a separate itemized statement of earnings and deductions with their pay cheque.

The statement shall include:

- (a) the dates of the pay period;
- (b) the total straight time hours worked;
- (c) the total overtime hours worked;
- (d) the appropriate rates of pay applicable;
- (e) all deductions by category.
- (f) Owner Operators only: loads, where they originated, and finished

14.03 Errors in Pay Cheque

If an error occurs in an employee's payroll and the employee reports the error in the week the pay is due, such error will be corrected on the subsequent pay date. Where the error amount is equal to one (1) day's pay or more the Company shall make every effort to correct the error as soon as possible.

14.04 Pay on Termination

- (a) A company driver shall be paid all monies owing to an employee terminating employment as soon as possible and not more than seven (7) days from the last day worked. A terminating employee, including an employee temporarily laid off, shall receive his Record of Employment on request and such request shall not affect his status as an employee.
- (b) An owner operator shall be paid all monies owing to an employee terminating employment as soon as possible and not more than thirty (30) days from the last day worked. A terminating employee, including an employee temporarily laid off, shall receive his Record of Employment on request and such request shall not affect his status as an employee.

ARTICLE 15 - SAFETY

15.01 Occupational Health and Safety Regulations

The Company will comply with all Regulations governing occupational health and safety including, without limiting the generality of the foregoing, the W.C.B. Occupational Health and Safety Regulations and the Motor Vehicle Act and Regulations.

15.02 Employee Responsibility

Employees shall report to the Company all mechanical or safety defects on all equipment and shall report all accidents, whether or not they result in damage or injury as soon as reasonably possible in the form and manner prescribed by the Company.

ARTICLE 16 - MANAGEMENT RIGHTS

- (a) The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects and in accordance with its commitments, and to alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement.
- (b) The Company shall always have the right to hire and to discipline, demote or discharge employees for proper cause.
- (c) Nothing contained in this Agreement will be deemed to obligate the Company to continue to operate any of its terminals, operations, properties or any of its parts thereof. However, the Company will provide sixty (60) days advance notice if possible to the directly affected employees and the Union of the termination of runs or a terminal closure.

ARTICLE 17 - GRIEVANCE AND ARBITRATION

17.01 Discipline to Be Timely

The Company is obliged to invoke any discipline forthwith, and failing to issue discipline forthwith the discipline is deemed revoked.

No unauthorized deductions from pay.

17.02 Grievance Procedure

Whenever any dispute arises between the Company and the Union or between the Company and one or more employees, the men shall continue to work and the dispute shall be adjusted in accordance with the following procedures.

Time limits to institute this Grievance Procedure must be done no later than:

- (a) Termination or lay-off- ten (10) calendar days.
- (b) All other grievances - thirty (30) calendar days.

In any dispute over a pay cheque or pay statement or any matter thereon, the time limit shall be calculated from the date the employee received the pay cheque or pay statement.

Step 1.

Any grievance of an employee shall first be taken up between such employee and the Company supervisor, however, the employee will be entitled to be represented by a shop steward or a Union representative.

Step 2:

Failing settlement under Step 1, such grievance shall be taken up between a representative of the Union or a shop steward and the Company supervisor.

Step 3:

Failing settlement under Step 2, such grievance and any dispute arising between the Union and the Company over the interpretation or application of the provisions of this Agreement, including any dispute as to whether a matter is subject to this grievance procedure shall be referred to two (2) authorized representatives of the Union and two (2) authorized representatives of the Company. The representatives of the Union and the Company shall exchange statements in writing setting forth their respective positions relative to the matter(s) in dispute not later than at their initial meeting.

Step 4:

Failing settlement under Step 3, either Party may refer the matter to an agreed upon neutral arbitrator who will meet with the authorized representatives of the Union and the Company to hear both sides of the case.

17.03 Minister of Labour

If the Parties fail to agree upon a neutral arbitrator within five (5) days (excluding Saturdays, Sundays and General Holidays) after one Party has served written notice on the other Party of its intention to refer the matter to a neutral arbitrator, the Minister of Labour will be requested to appoint a neutral arbitrator.

17.04 Arbitrator's Decision

The arbitrator shall be required to hand down his decision following completion of the hearing, and his decision will be final and binding on the two Parties to the dispute and shall be applied forthwith.

The decision of the arbitrator shall be specifically limited to the matter submitted to him, and he shall have no authority in any manner to amend, alter, or change any provisions of this Agreement.

17.05 Costs

The cost of the arbitrator will be borne equally by the Union and by the Company.

17.06 Disciplinary Record

The employee and the Union shall receive a copy of any written reprimand, suspension notice or discharge notice. If the employee goes for fifteen (15) months and receives no notice of discipline, the employee's record is deemed to be free of any disciplinary notice. Being off work on paid or unpaid leave does not count towards the fifteen (15) months.

ARTICLE 18 - GENERAL

18.01 Picket Lines

It shall not be a violation of this Agreement or cause for discipline for any employee to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Company as soon as possible of picket lines that will affect the Company's operations.

18.02 No Strike or Lockout

There will be no strike, lockout, or slowdown whether sympathetic or otherwise during the term of this Agreement.

18.03 Savings Clause

- (a) If any Article or Section of this Agreement or any of the riders hereto should be held invalid by operation of law or by any 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 and of any rider thereto, or the application of such article or section to person 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, shall not be affected thereby.
- (b) 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 affected thereby shall 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 shall submit the dispute to the procedure as outlined in Article 17.

18.04 Marginal Notations

The marginal section and article heading shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

ARTICLE 19 - WAGES

19.01 Wages

The regular hourly rates shall be those set out in Appendix "A" of this Agreement.

19.02 Maintenance of Standards

The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions as the collective agreement applies shall be maintained.

ARTICLE 20 - HEALTH AND WELFARE FOR COMPANY DRIVERS

20.01 Health and Welfare

The Teamsters National Benefit Plan (the Health and Welfare Plan) covering members of the Union as set out in Appendix "B" hereunto annexed and forming part of this Agreement shall continue. The Company agrees to cover all members of the Union in the Health and Welfare Plan and to abide by the terms and conditions of the Teamsters National Benefit Plan and as set out in Appendix "B" hereunder annexed and forming part of this Agreement.

20.02 Payment of Dues and Contributions

- (a) The Company agrees to make remittances to the Union for Union dues, the administrator of the health and welfare Plan, to which the Company is required to make contributions under this Agreement in accordance with the appropriate article or appendix to this Agreement
- (b) The Company agrees to hold in trust, until remitted, all amounts payable in respect of Union dues, the health and welfare plan, which the Company is obliged to make contributions 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.

20.03 Compensation Sickness Coverage

When an employee goes off work ill or on compensation, the employee will continue to qualify for Health & Welfare benefits and the Company shall continue to pay Union dues so that the employee shall be protected to the utmost provided:

- (a) the employee reimburses the Company for such contributions normally paid by said employee and is at no time more than five (5) months in arrears, and
- (b) the period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties

When an employee returns to work, the Company shall deduct from his earnings any monies the Company has paid out in respect of his contributions.

In the event any employee does not return to work, and the employee refuses or neglects on demand at his last known address, to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.

ARTICLE 21 - TERM OF AGREEMENT


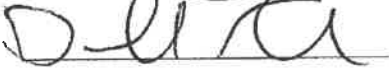
This Agreement shall be for the period from and including date of ratification to and including May 5, 2022. Either Party to this Agreement may, within four months immediately preceding May 5, 2022 give to the other Party written notice to commence collective bargaining.

After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the Parties under Part 5 of the Labour Relations Code including the right to strike or lockout the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the Parties mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement. The parties agree that Section 50 of the Labour Relations Code shall be excluded.




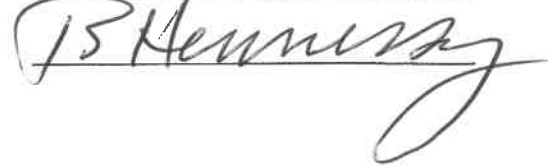
DATED this 1st day of August, 2018

IN WITNESS WHEREOF the Parties hereto have set their hands and seals the day and year first above written.

FOR THE COMPANY

FOR THE UNION

APPENDIX "A"
WAGE SCHEDULE

Port and Non-Port Rates

The Union and Company agree that any mandated changes to compensation imposed by the Port Authority, the Container Trucking Act, and/or applicable legislation will be implemented by the Company.

| Classification | Ratification* | Year 2 | Year 3 | Year 4 |
|--|---------------|-----------|---------|---------|
| Company Drivers (non-port rate) | | | | |
| Start | \$21.44 | \$21.87 | \$22.31 | \$22.76 |
| 12 months | \$22.59 | \$23.04 | \$23.50 | \$23.97 |
| 24 months | \$23.79 | \$24.27 | \$24.76 | \$25.26 |
| | | June 1/18 | | |
| Company Drivers - Port Metro | \$24.62 | \$25.30 | | |
| Vancouver Rate: CTA rate less the health benefit cost | | | | |

**first pay period after ratification*

PORT RATES

Off-Dock Trip Rates (Independent Operators)

Table 1 – Origin/Destination Area Descriptions

| Item | Column 1 Origin/Destination Area | Column 2 Description | Column 3 Column/Row Letter in Table 2 |
|-------------|---|---|--|
| 1 | Abbotsford | City of Abbotsford | A |
| 2 | Annacis Island | That part of the Corporation of Delta in the south arm of the Fraser River | B |
| 3 | Burnaby North | That part of the City of Burnaby north of Highway 1 | C |
| 4 | Burnaby South | That part of the City of Burnaby south of Highway 1 | D |
| 5 | Chilliwack | City of Chilliwack | E |
| 6 | Cloverdale | That part of the City of Surrey south of Fraser Highway, east of 176th Street and west of 194th Street | F |
| 7 | Coquitlam | City of Coquitlam | G |
| 8 | Delta | City of Delta | H |
| 9 | Fort Langley/Aldergrove | That part of the Township of Langley described as "Fort Langley" or "Aldergrove" in Township of Langley Official Community Plan Bylaw 1979 No. 1842 | I |
| 10 | Haney/Maple Ridge | City of Maple Ridge | J |
| 11 | Langley City | City of Langley | K |
| 12 | Langley South | Township of Langley south of 40th Avenue and west of 264th Avenue | L |
| 13 | Mission | District of Mission | M |
| 14 | New Westminster | City of New Westminster | N |
| 15 | North Vancouver | City of North Vancouver and District of North Vancouver | O |
| 16 | Pacific Highway | City of Surrey south of 32nd Avenue, east of 168th Street and west of 184th Street | P |
| 17 | Pitt Meadows | City of Pitt Meadows | Q |

| | | | |
|----|---------------------------|--|---|
| 18 | Port Kells | City of Surrey north of Highway 1, east of 176th Street and west of 208th Street | R |
| 19 | Port Moody/Port Coquitlam | City of Port Moody and City of Port Coquitlam | S |
| 20 | Richmond North | City of Richmond north of Westminster Highway | T |
| 21 | Richmond South | City of Richmond south of Westminster Highway | U |
| 22 | Surrey North | City of Surrey north of 72nd Avenue and west of 152nd Street | V |
| 23 | Surrey South | City of Surrey south of 72nd Avenue and City of White Rock | W |
| 24 | Vancouver | City of Vancouver | X |
| 25 | West Vancouver | District of West Vancouver | Y |

On-Dock Trip Rates (Independent Operators)

| Item | Column 1 Origin/Destination Area (same descriptions as in Schedule 1) | Column 2 Rate to or from Centerm or Vanterm (\$) | Column 3 Rate to or from Deltaport (\$) | Column 4 Rate to or from Fraser Surrey Docks (\$) |
|-------------|--|---|--|--|
| 1 | Abbotsford | 201.10 | 201.10 | 183.86 |
| 2 | Annacis Island | 137.89 | 137.89 | 114.91 |
| 3 | Burnaby North | 120.66 | 155.13 | 126.40 |
| 4 | Burnaby South | 126.40 | 155.13 | 120.66 |
| 5 | Chilliwack | 229.82 | 229.82 | 212.59 |
| 6 | Cloverdale | 155.13 | 155.13 | 132.15 |
| 7 | Coquitlam | 132.15 | 155.13 | 126.40 |
| 8 | City of Delta | 151.20 | 114.91 | 114.91 |
| 9 | Fort Langley/Aldergrove | 178.11 | 189.60 | 155.13 |
| 10 | Haney/Maple Rldge | 160.88 | 183.86 | 155.13 |
| 11 | Langley City | 166.62 | 155.13 | 137.89 |
| 12 | Langley South | 189.60 | 137.89 | 137.89 |
| 13 | Mission | 201.10 | 212.59 | 189.60 |
| 14 | New Westminster | 132.15 | 155.13 | 120.66 |
| 15 | North Vancouver | 120.66 | 160.88 | 155.13 |
| 16 | Pacific Highway | 189.60 | 137.89 | 137.89 |
| 17 | Pltt Meadows | 155.13 | 172.37 | 137.89 |
| 18 | Port Kells | 155.13 | 166.62 | 126.40 |
| 19 | Port Moody/Port Coquitlam | 137.89 | 166.62 | 132.15 |
| 20 | Richmond North | 120.66 | 137.89 | 120.66 |
| 21 | Richmond South | 126.40 | 126.40 | 120.66 |
| 22 | Surrey North | 137.89 | 137.89 | 114.91 |
| 23 | Surrey South | 155.13 | 137.89 | 137.89 |
| 24 | Vancouver | 114.91 | 155.13 | 137.89 |
| 25 | West Vancouver | 126.40 | 166.62 | 160.88 |

Owner Operator Rates – CP

| Miles | Ratification | Year 2 | Year 3 | Year 4 |
|--------------|---------------------|---------------|---------------|---------------|
| 1 | 24.99 | 25.39 | 25.80 | 26.32 |
| 2 | 26.78 | 27.21 | 27.64 | 28.19 |
| 3 | 28.57 | 29.03 | 29.49 | 30.08 |
| 4 | 30.36 | 30.84 | 31.34 | 31.97 |
| 5 | 32.14 | 32.66 | 33.18 | 33.84 |
| 6 | 33.93 | 34.47 | 35.03 | 35.73 |
| 7 | 35.69 | 36.26 | 36.84 | 37.58 |
| 8 | 37.45 | 38.05 | 38.66 | 39.43 |
| 9 | 39.22 | 39.84 | 40.48 | 41.29 |
| 10 | 40.98 | 41.63 | 42.30 | 43.15 |
| 11 | 42.74 | 43.42 | 44.12 | 45.00 |
| 12 | 44.43 | 45.14 | 45.87 | 46.79 |
| 13 | 46.12 | 46.86 | 47.61 | 48.56 |
| 14 | 47.82 | 48.58 | 49.36 | 50.35 |
| 15 | 49.51 | 50.30 | 51.11 | 52.13 |
| 16 | 51.20 | 52.02 | 52.85 | 53.91 |
| 17 | 52.84 | 53.69 | 54.55 | 55.64 |
| 18 | 54.48 | 55.35 | 56.24 | 57.36 |
| 19 | 56.12 | 57.02 | 57.93 | 59.09 |
| 20 | 57.76 | 58.69 | 59.62 | 60.81 |
| 21 | 59.40 | 60.35 | 61.32 | 62.55 |
| 22 | 60.99 | 61.97 | 62.96 | 64.22 |
| 23 | 62.58 | 63.58 | 64.60 | 65.89 |
| 24 | 64.17 | 65.19 | 66.24 | 67.56 |
| 25 | 65.75 | 66.81 | 67.87 | 69.23 |
| 26 | 67.34 | 68.42 | 69.51 | 70.90 |
| 27 | 68.88 | 69.98 | 71.10 | 72.52 |
| 28 | 70.41 | 71.54 | 72.69 | 74.14 |
| 29 | 71.95 | 73.10 | 74.27 | 75.76 |
| 30 | 73.49 | 74.66 | 75.86 | 77.38 |
| 31 | 75.02 | 76.22 | 77.44 | 78.99 |
| 32 | 76.51 | 77.74 | 78.98 | 80.56 |
| 33 | 78.01 | 79.26 | 80.52 | 82.13 |
| 34 | 79.50 | 80.77 | 82.06 | 83.70 |
| 35 | 80.99 | 82.29 | 83.61 | 85.28 |
| 36 | 82.49 | 83.81 | 85.15 | 86.85 |
| 37 | 83.93 | 85.28 | 86.64 | 88.37 |
| 38 | 85.38 | 86.75 | 88.14 | 89.90 |
| 39 | 86.83 | 88.22 | 89.63 | 91.42 |
| 40 | 88.28 | 89.69 | 91.13 | 92.95 |
| 41 | 89.73 | 91.17 | 92.63 | 94.48 |
| 42 | 91.15 | 92.60 | 94.09 | 95.97 |
| 43 | 92.56 | 94.04 | 95.55 | 97.46 |
| 44 | 93.98 | 95.48 | 97.01 | 98.95 |
| 45 | 95.39 | 96.92 | 98.47 | 100.44 |
| 46 | 96.80 | 98.35 | 99.93 | 101.93 |

| Miles | Ratification | Year 2 | Year 3 | Year 4 |
|---------------------|---------------------|---------------|---------------|---------------|
| 47 | 98.19 | 99.76 | 101.36 | 103.39 |
| 48 | 99.58 | 101.17 | 102.79 | 104.85 |
| 49 | 100.97 | 102.59 | 104.23 | 106.31 |
| 50 | 102.36 | 104.00 | 105.66 | 107.77 |
| 51 | 103.71 | 105.37 | 107.06 | 109.20 |
| 52 | 105.07 | 106.75 | 108.45 | 110.62 |
| 53 | 106.42 | 108.12 | 109.85 | 112.05 |
| 54 | 107.77 | 109.50 | 111.25 | 113.48 |
| 55 | 109.13 | 110.87 | 112.65 | 114.90 |
| 56 | 110.48 | 112.25 | 114.04 | 116.32 |
| 57 | 111.83 | 113.62 | 115.44 | 117.75 |
| 58 | 113.19 | 115.00 | 116.85 | 119.19 |
| 59 | 114.54 | 116.37 | 118.24 | 120.60 |
| 60 | 115.90 | 117.75 | 119.63 | 122.02 |
| 61 | 117.25 | 119.13 | 121.03 | 123.45 |
| 62 | 118.60 | 120.50 | 122.43 | 124.88 |
| 63 | 119.96 | 121.88 | 123.83 | 126.31 |
| 64 | 121.31 | 123.25 | 125.22 | 127.72 |
| 65 | 122.66 | 124.63 | 126.62 | 129.15 |
| | | | | |
| Waiting time/minute | 0.65 | 0.68 | 0.70 | 0.71 |

Waiting time at CP is calculated after 45 minutes

Waiting time at customer is calculated after 60 minutes

Fuel Surcharge – according to CP weekly rate

APPENDIX B
COMPANY DRIVERS

TEAMSTERS' NATIONAL BENEFIT PLAN
Plan A

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 - Board of Trustees

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

Section 3 - 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 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 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 company driver 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 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 company driver 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 company driver will be paid by the Company at his normal rate of pay for hours worked.
- (b) The duration of such rehabilitative employment shall exceed thirty (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

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 one hundred percent (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 twentieth (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 (d), 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 employer 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.
- (d) It shall be the responsibility of the Company to promptly provide the Plan with payroll information necessary for the adjudication of disability claims.