

COLLECTIVE AGREEMENT

BETWEEN: SAFEWAY SERVICES LTD.

(hereinafter known as the "Company")

OF THE FIRST PART

**AND: UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS' INTERNATIONAL UNION
(UNITED STEELWORKERS)**

(ON BEHALF OF LOCAL UNION 2009)

(hereinafter known as the "Union")

OF THE SECOND PART

PREAMBLE

The purpose of this Agreement is to secure for the Company, the Union and the owner operators the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the owner operators economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the owner operators to co-operate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of Management that the provisions of this agreement will be carried out.

ARTICLE I – BARGAINING AGENCY

Section 1: Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agency of the owner operators of the Company at #205, 15299 68th Ave Surrey, B.C. except confidential owner operators, office employees and those employees with the authority to hire discharge.
- (b) It is agreed that when a dispute arises as to whether or not a person is an owner operators within the bargaining unit it shall be subject to grievance procedure as provided in Article 17, Section 1 Step Three and, in the event of failure to reach a satisfactory settlement it shall be dealt with by arbitration as set forth in Article 18.
- (c) The Union agrees to issue a withdrawal card to owner operators transferred from the bargaining unit to a job outside the bargaining unit provided that no dispute arises within the meaning of clause (b) herein.

Section 2: Meetings

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between employer and owner operator.

Section 3: Bargaining Authority

The Party of the First Part agrees that the bargaining authority of the Party of the Second Part shall not be impaired during the term of this Collective Agreement. The Party of the First Part agrees that the only certification that they will recognize during the term of this agreement is that of the Second Part, unless ordered by due process of law to recognize some other bargaining authority.

Section 4: Access to Operation

Official union representative shall obtain access to the Company's operations for the purpose of this Agreement by written permission which will be granted by the Company on request and subject to such reasonable terms and conditions as may be laid down by the Company.

ARTICLE II – EMPLOYER'S RIGHTS

Section 1: Management and Direction

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Management; provided, however, that this will not be used for purposes of discrimination against owner operators.

Section 2: Hiring and Discipline

The Company shall have the right to select its owner operator and to discipline or discharge them for proper cause.

ARTICLE III – UNION SECURITY

Section 1: Co-operation

The Company will co-operate with the Union in obtaining and retaining as members the owner operator as defined in this Agreement, and to this end will present to new owner operators and to all supervisors and foreman the policy herein expressed.

Section 2: Union Shop

All owner operators who started work with the Company on or after the 1st day of November 1997 and all new owner operators shall, within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after starting work, whichever date last occurs, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued work.

Section 3: Maintenance of Membership

Any owner operator who is a member in good standing, or is reinstated as a member of the Union shall as a condition of continued work maintain such membership in good standing throughout the term of this Agreement.

Section 4: Discharge of Non-Members

Any owner operator who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues shall be subject to discharge after seven (7) days' written notice to the Company of the said owner operator refusal to maintain his dues.

Section 5: Check-off

The Company shall require all new owner operators at the time of hiring to execute the assignment of wages in duplicate, (attached) the forms to be supplied by the Union, said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.

This assignment in the case of owner operators already members of the Union shall be effective immediately and or those owner operators not previously members of the Union, it shall come effective thirty (30) calendar days from the date of execution.

The Union shall notify the Company by letter of the amount of back dues owed by new owner operators and copies of such letter shall be furnished to the owner operator and the plant committee.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the owner operator) to the Union named therein not less often than once each month, with a written statement of names of the owner operator for whom the deductions were made and the amount of each deduction.

Section 6: Social Insurance Number

The company shall furnish the Union with the Social Insurance Number of each owner operator on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the owner operator enters the employment of the Company, whichever date last occurs.

ARTICLE IV- PLANT COMMITTEE

Section 1: Composition

The Plant Committee shall consist of not more than three (3) owner operators who are members of the Union.

Section 2: Notification

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members of the Plant Committee. The Union or Plant Committee will inform the Company in writing when any member change takes place on the said Committee. No member of the Plant Committee will be recognized by the Company unless the above procedure is carried out.

Section 3: Exceptions

The provisions of Sections 1 and 2 will not apply in reference to:

- (a) Article 15 – Accident Prevention Committee where the members are designated according to the provision of the Workers' Compensations Act.

ARTICLE V – LEAVE OF ABSENCE

Section 1: Injury or Illness

The Company shall grant leave of absence to owner operators suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the Company. The owner operator shall have one (1) week to present such medical certificate. The owner operator shall report or cause to have reported the injury or illness, which requires his absence to the Company. The owner operator will advise the Company of intent to return to work with a minimum of one (1) week (5 working days) in advance of the expected return date, wherever reasonable possible.

Section 2: Written Permission

Any owner operator desiring leave of absence must obtain permission in writing from the Company for such leave, except in cases of illness or injury covered by Section 1 above, and during any leave of absence shall receive no regular pay. However, an owner operator may arrange with the Company, prior to his taking the leave of absence for benefit coverage to continue through the leave of absence at the owner operators expense.

Section 3: Compassionate Leave – Training Leave

The Company shall grant leave of absence up to a maximum of six (6) months without pay to owner operators for compassionate reasons or for educational or training reasons. The above leaves of absence shall be conditional on the following terms:

- (a) That the owner operator applies at least one month in advance unless grounds for such application could not be reasonably foreseen.
- (b) That the owner operator shall disclose the grounds for application.
- (c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant.
- (d) The Company retains the right to refuse or postpone the leave to meet the operational needs of the Company.

ARTICLE VI – SENIORITY AND DISPATCH FEES

- (a) Owner operators will be dispatched in line with their company seniority. When the work is slow all drivers will be dispatched in rotation.

- (b) Owner operators paying fees for crossing the border without taking full advantage of the fee will be reimbursed.

i.e. If a owner operator pays the fee on Friday for three (3) days, and only used the permits for one (1) day, then he would be reimbursed for the other two (2) days.

- (c) If the owner operators wish to have benefits such as life insurance, medical and dental, the Company will make arrangements with the carriers of these benefits. The cost of such benefits shall be paid by the owner operator.
- (d) Trucks hauling within a one hundred and sixty (160) kilometer radius will pay nineteen (19%) percent dispatch fees.
- (e) Trucks hauling beyond a one hundred and sixty (160) kilometer radius will pay ten (10%) percent dispatch fees.
- (f) Standby or Waiting Time
Wherever the Company agrees to pay standby time for owner operators to Safeway Trucking, the owner operators will receive the total monies less dispatch fees.

ARTICLE VII – ADJUSTMENT OF GRIEVANCES

Section 1: Grievances

- (a) Where a difference arises between an owner operator and the Company, or between the Company and the Union, relating to the dismissal or discipline of an owner operator or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, it shall be finally and conclusively settled, according to the grievance and arbitration procedure which follows, without stoppage of work.

Section 2: Procedure

The Company and the Union mutually agree that, when a grievance arises in the Company coming under the terms of this Agreement, it shall be taken up in the manner set out below:

Step One

The individual owner operator involved shall first take up the matter with the supervisor directly in charge of the work within fourteen (14) days of the said grievance.

Step Two

If a satisfactory settlement is not reached, the Shop Committee shall take up the problem with the President or representative designated by the Company. A statement in writing of the alleged grievance, together with a statement in writing by the supervisor, shall be exchanged by the Parties concerned.

Step Three

If the problem is not then satisfactorily solved, it shall be referred to the Union and the Management.

Step Four

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article XVII.

Section 3: Time Limit

- (a) If a grievance has not advanced to the next stage under Step Two, Three or Four within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.
- (b) Time limits may be extended by mutual agreement of the Company President and the Union.

ARTICLE VIII – ARBITRATION**Section 1: Grievances**

- (a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article XVII, the matter shall be determined by arbitration in the following manner:

Either Party may notify the other Party and the arbitrator in writing, by registered mail, of the question or questions to be arbitrated.

After receiving such notice and statement, the arbitrator and the other Party shall within three (3) days acknowledge receipt of the question or questions to be arbitrated.

- (b) No one shall serve as an arbitrator who:
 - (i) either directly or indirectly has any interest in the subject of the arbitration;

- (ii) has participated in the grievance procedure preceding the arbitration;
 - (iii) is, or has been, within a period of six (6) months, preceding the initiation of arbitration proceedings, employed by any USW Local Union, or a Company directly engaged in the forest products industry.
- (c) The decision of the arbitrator shall be final and binding on the Parties.

Section 2: Single Arbitrator

- (a) By mutual agreement, a grievance may be referred to a single mutually agreed upon Arbitrator who shall comprise the Arbitration Board.
- (b) Where the Parties are unable to agree upon an arbitrator, either party may apply to the Minister of Labour to appoint an arbitrator.
- (c) After receiving the notice of referral to arbitration, the other Party shall, within five (5) working days, acknowledge receipt of the question or questions to be arbitrated, and give notice in writing to the other party of the name and address of appoint its representative to the Arbitration Board.

Section 3: Cost Sharing

The Parties shall each bear the fees and expenses of its representative on any Arbitration Board, and shall bear in equal proportions the expenses and fees of the Chairperson or single Arbitrator.

Section 4: Place of Hearing

Any arbitration to be held hereunder shall be held in the City of Vancouver or at such other place as may be decided by the Parties.

ARTICLE IX – NO STRIKES OR LOCKOUTS

- (a) There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of this Agreement for which arbitration is provided under the terms of the Agreement.

- (b) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above, threatened, declared, authorized, counseled, aided or brought about on its part.
- (c) In the event of a strike during the term of this Agreement, the Union will instruct its members and officers who may be involved to cease such activity and comply with the terms of this Agreement.

ARTICLE X – DURATION OF AGREEMENT


- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 1st day of March 2021, to midnight the 1st day of March 2025, and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, party of the Second Part, within four (4) months immediately preceding the 1st day of March, 2025. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either Party.

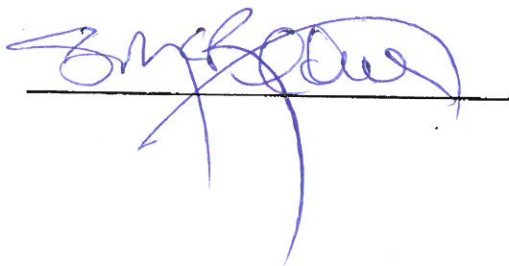
Signed this 12th day of March, 2021.


Signed on behalf:


**UNITED STEELWORKERS
LOCAL 2009**

Safeway Services Ltd.









APPENDIX A

The Employer agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment.

- (i) Authorize the Employer in writing to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Employer for this purpose, the "copy" portion of which is to be mailed by the Employer to the servicing staff office of the United Steelworkers at #202 – 9292 – 200th Street, Langley, B.C. V1M 3A6.



**UNITED STEELWORKERS LOCAL 2009
CHECK-OFF AUTHORIZATION**



Name _____ of
Employer: _____

Starting _____ Date: _____
Division: _____

I hereby authorize the company to deduct from my pay each month the amount of union dues and (if owing by me) an initiation fee, as provided in the Constitution of the United Steelworkers.

Such deductions shall be transmitted to the International Treasurer of the United Steelworkers, directly or through the local union financial secretary on or before the 15th of each month.

Name: _____
Phone: _____

Address: _____ Postal
Code: _____

City: _____
Email: _____

If _____ applicable, _____ in _____ what _____ USW _____ operation _____ were _____ you _____ last
employed?: _____

I hereby request and accept membership in the United Steelworkers, and of my own free will hereby authorize the United Steelworkers, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my employer covering all such matters, including contracts which may require the continuance of my membership in the United Steelworkers as a condition of my continued employment.

Signed: _____
Dated: _____

Duplicate (yellow) copy to be forwarded the Local Union Office