

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**VAN-KAM FREIGHTWAYS LTD.  
SEABOARD CARTAGE (1955) CO. LTD.  
WINGS MOTOR CARTAGE LTD.  
SALT SPRING FREIGHT SERVICE LTD.**



**AND**

**TEAMSTERS LOCAL UNION NO. 31**



**AND**

**TEAMSTERS LOCAL UNION NO. 213**



**January 1, 2019 to December 31, 2024**

**VAN-KAM FREIGHTWAYS LTD.  
SEABOARD CARTAGE (1955) CO. LTD.  
WINGS MOTOR CARTAGE LTD.  
SALT SPRING FREIGHT SERVICE LTD.  
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**THIS AGREEMENT** made as of the      day of      , 2019.

**BETWEEN:**

**VAN-KAM FREIGHTWAYS LTD.  
SEABOARD CARTAGE (1955) CO. LTD.  
WINGS MOTOR CARTAGE LTD.  
SALT SPRING FREIGHT SERVICE LTD.**

(herein called the “Company”)

**OF THE FIRST PART**

**AND:**

**TEAMSTERS LOCAL UNION NO. 31 and  
TEAMSTERS LOCAL UNION NO. 213**

(herein called the “Union”)

**OF THE SECOND PART**

Upon ratification, the Company and Unions will form a joint committee to meet to go over the language in the collective agreement with a view to amending outdated language in the collective agreement.

**WHEREAS:**

**ARTICLE 1  
SCOPE OF THIS AGREEMENT**

**ARTICLE 1.01**

This Agreement encompasses all employees and owner operators as specified in the Agreement.

**ARTICLE 1.02**

All employees working for the Company as outlined in Article No. 2.01A and as enumerated in the following appendices hereunto annexed and forming part of this Agreement:

**APPENDIX “A”**

Covers Rate of Pay for all Single Man and Sleeper Cab Drivers.

**APPENDIX “B”**

Covers Vacation Provisions, Hours of Work, Overtime Provisions and Rates of Pay for all Short Line, City Pickup and Delivery Drivers, Dockmen, Mechanics and Maintenance Shop Crews in British Columbia.

### **ARTICLE 1.03**

This Agreement covers all owner operators as specified in the Agreement and Appendix "C".

## **ARTICLE 2 UNION SECURITY**

### **ARTICLE 2.01**

- A. The Company agrees to recognize the Union as the sole Collective Bargaining Agent for employees of the Company and owner operators specified in the certification for whom it has bargaining rights or for whom it has been granted voluntary recognition in the work categories falling within the area jurisdiction of this Agreement.
- B. It is recognized by this Agreement to be the duty of the Company and of the Union and of the employees to fully cooperate individually and collectively for the advancement of conditions.
- C. The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the trucking industry.
- D. The Union undertakes that no terms which are more advantageous than those contained herein will be extended to or agreed with any competitor of the Company without first notifying the Company or its Bargaining Agent of such terms.
- E. The Company agrees not to convert any existing terminal to an agency point.
- F. Port Business: The Company agrees, should it secure business with the Port of Metro Vancouver, it will be with Van-Kam employees.
- G. Van-Kam Business: Should a Van-Kam position become available at any terminal, the Company agrees to hire from Salt Spring according to seniority.

### **ARTICLE 2.02**

- A. It is agreed that as a condition of employment, each employee shall within seven (7) days of commencing employment hereunder, become and remain a member in good standing of the Union.

### **ARTICLE 2.03**

- A. Each new employee and owner operator when hired by the Company, will be informed by the Company, that he is to sign an authorization card authorizing the Company to deduct from his earnings Union initiation fees, Union dues and/or other assessorial charges as levied against him by the Union and so indicated on the monthly check-off list as provided by the Union to the Company. The Company shall remit all such deductions to the Union prior to the 15th day of each month following the month in which the deductions were made. Dues will be payable one (1) month in advance.
- B. Authorization cards shall be furnished by the Union and shall be in accordance with and as prescribed by the applicable Labour Relations Code.

C. The Company shall furnish to the Union a list of new employees and owner- operators taken into employment by the Company stating the initial date and location, within fourteen (14) days of their being hired and all such employees and owner operators will be added to the current check-off list. Owner operators will be identified on such list.

#### ARTICLE 2.04

Every motor vehicle and every piece of mobile equipment used by the Company, categories of which are set out in Appendices "A" and "B", whether owned by or hired by the Company or leased to or by it or howsoever, shall be operated by employees of the Company, members of the Union, unless:

A. The Company shall have the right to use owner operators, provided it does so in accordance with the Collective Agreement and such owner (lease) operator becomes and remains a member of the Union in good standing and be bound by all Company rules and regulations the same as if he were a Company employee, and

B. Receives equivalent wages and benefits as provided herein to employees of the Company unless otherwise provided in the Collective Agreement or Letter of Understanding(s). The Company shall also pay an agreed-upon equipment rental arranged between the owneroperator and the Company. The above provisions may be paid in a composite mileage rate.

(NOTE: Whenever the term "owner (lease) operator" is used in this Article it means an owner operator/dependent contractor who drives his own equipment.)

C. In no event shall there be more than one (1) owner operator on a truck. An owner-operator will be the exclusive owner and operator of his truck.

D. Any normal increase of over-the-road equipment in a branch will be guided by a principle of adding one (1) Company unit for each owner operator unit added. Exception being when the increase of equipment is on a short-term basis of not more than six (6) months duration. The Company will advise the Union of such short-term lease. This lease may be extended as agreed between the parties.

In the event the Company reduces the number of highway units within a branch, the owner operator unit shall be the first laid off.

Where owner operators and Company linehaul drivers work out of the same terminal, they shall be dispatched in accordance with written local agreed dispatch rules. Company drivers' trips will not be infringed upon by the extension of owner operator trips beyond the original dispatch point unless there are no Company men available. However, the owner operator may be turned back to his origin point after his proper rest period.

Owner operators will not be used in a manner that will cause a layoff of Company equipment and/or Company line drivers.

The "branch" as referred to in this Article shall mean within the local Union's jurisdiction.

E. Replacing of over-the-road equipment for any reason will be guided by the principle that a Company unit will be replaced by a Company unit and a lease unit will be replaced by another lease unit, or, at the Company's option, a Company unit.

F. Provided that the operation of the principal of this Article shall not have the effect of reducing the entitlement of the Company to the ratio of lease vehicles to Company owned vehicles which existed at the date of January 1, 1977. For the purpose of establishing such ratio, it shall be considered that there was not less than one (1) Company owned and operated linehaul tractor in each branch.

In a "branch" where the Company presently has all owner operator highway units, the first unit added will be a Company owned and operated highway unit.

G. Subject to the provisions of Article 2.04(H) the Company will not use owner operators or line drivers in city pickup and delivery work where the Company maintains an established terminal. However, the Company may utilize rented or dry lease city pickup and delivery equipment provided it is operated by Company employees covered under the conditions of this Agreement, and does not have the effect of reducing the number of pickup and delivery equipment at that terminal.

This clause will not apply to agency points where the volume of freight will not maintain terminal services.

H. The present three owner operator city pickup and delivery trucks in Vancouver be redefined that should any of the present three owner operators leave, for whatever reason, they will be replaced by Company equipment, if necessary.

I. (a) The Company may use owner operators for City pick up and delivery provided such use does not deprive the hours of work of City Company drivers.

(b) City owner operators will be used to supplement the City fleet.

#### **ARTICLE 2.05**

A. Provided Article 2.04 (G) is complied with, the Company may use:

(a) Single trip lease.

(b) Provided that qualified, regular Company city drivers are available, or have reported for work at their designated starting time between the hours of 0001 and 0901 and that the Company has mechanically fit, suitable regular assigned to city pickup and delivery service equipment available, no outside cartage nor drayage will be purchased by the Company to commence such cartage or drayage on that day, at the terminal prior to 0900.

In case of book-off or employee absenteeism on any day by a city driver at that terminal, the Company may hire outside cartage or drayage to replace that vacancy only.

(c) Equipment or men they deem necessary in retrieving wrecks, road failures or road tests.

(d) As provided in (a) and (b), the Company will give preference to Union carriers or operators when they are available and satisfactory.

B. Except as otherwise herein provided, all storing and handling of merchandise and other goods or materials, including containers, shall be carried on by employees of the Company, members of the Union where such work is under the control of the Company.

C. In the event the Company introduces or extends piggyback operations over those presently in effect, it is agreed that none of the line drivers employed by the Company in the area affected will be laid off from the linehaul operations as a direct result of the introduction or extension of piggyback operations.

D. The Company shall not sell or lease equipment which has the effect of evading the terms of this Agreement.

E. Other than for the period from May to October, or when specialized equipment is required, when the Union can demonstrate the use of hired cartage for four continuous weeks, said hired cartage shall be replaced with Company equipment, when available, or by a Company owner operator.

#### **ARTICLE 2.06**

A. All newly hired employees for regular employment shall be considered as probationary employees for the first thirty (30) calendar days from date of hire.

There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off or discharged during the probationary period. However, such employees will not be laid off or discharged for the purpose of forcing an additional probationary period.

An employee shall be classed as a regular employee of the Company when:

- (a) he has completed his probationary period.
- (b) he makes himself available for full-time employment or as he may be needed.
- (c) he has no other outside employment which will in any manner interfere or reflect upon his employment with the Company.
- (d) he has fully qualified in regards to the Company approved physical examination or other normal Company requirements.

B. New hires are defined as employees entering employment with the Company, but shall not include employees with recall rights pursuant to Article 5.06(C) or employees who have worked for the Company within five (5) years of rehire by the Company.

#### **ARTICLE 2.07**

A. All persons employed to supplement the regular hourly work force to provide additional help-on an incidental basis to cover peak work periods shall be classified as part-time employees.

- (a) All regular part-time employees shall be entitled to Health and Welfare benefits after completion of three (3) months worked.

B. For all new hires in all areas, there will be no Health and Welfare by the Company until the 1st of the month following completion of ninety (90) calendar days.

- (a) Pension contributions for all new hires in all areas will be subject to the provisions as outlined in Appendix "H" of the agreement.

C. Upon completion of one hundred twenty (120) hours within any thirty (30) calendar days, an employee shall become a regular employee and shall be entitled to all rights and privileges of this Agreement. His seniority shall be calculated from the first day of that thirty (30) calendar day period.

D. A part-time employee shall:

- (a) be carried on a part-time roster and where practicable shall be called into work according to their position on the roster.
- (b) be given first opportunity to qualify as a regular employee as openings become available and will then be placed at the bottom of the regular employees seniority list providing they meet all Company qualifications and requirements.
- (c) not drive trucks or other mobile equipment except when regular employees are unavailable for duty.
- (d) not be called into work outside an established shift if regular employees are available and willing to accept that work.

**E. Rates for Casual and Part-Time Employees**

		01-Jan	01-Jan	01-Jan	01-Jan	01-Jan	01-Jan
		2019	2020	2021	2022	2023	2024
Rates	per hour	19.00	19.38	19.77	20.16	20.57	20.98

Not subject to New Hire progression

**ARTICLE 2.08**

A. A working agent at small and/or remote Company maintained terminals shall be considered as such:

- (a) He shall be an employee of the Company.
- (b) He shall be used by the Company only at such small and/or remote locations where the Company's volume will not support, and the Company does not employ more than four (4) employees including the working agent.
- (c) He shall be a member of the Union, but otherwise excluded under the terms and conditions of this Agreement except that the monthly or annual remuneration or benefits to him by the Company shall be in an amount resulting in not less than he would otherwise receive under the terms of this Agreement.



## **ARTICLE 2.09**

The necessity of classification of a leadman (Chargehand) shall be at the discretion of the Company and he shall be defined as:

- (a) An employee who shall direct the work of others while performing the same work himself. He shall not have the authority to directly hire, fire, suspend or discipline employees. He shall be a member of the Union. Seniority in the unit shall prevail for layoff purposes.
- (b) Where the Company designates that a Leadman (Chargehand) is required, a bid will be posted and the position will be filled with a qualified person that applies for the position.
- (c) The Company shall have full discretion in the selection of the Leadman (Chargehand), however when qualifications are equal in every respect, the most senior man will be given preference. Such bids for that position will be posted for forty-eight (48) hours at that location.

## **ARTICLE 2.10**

Supervisors and other employees of the Company outside the scope of this Agreement shall not perform the regular duties of employees within the Bargaining Unit.

## **ARTICLE 3 MANAGEMENT RIGHTS**

### **ARTICLE 3.01**

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, and proper notice is given to the Union.

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, a terminal closure or re-domiciling of a linehaul driver unit.

D. The Company agrees not to convert any current existing Company-operated terminal to a third party agency or any other third party leasing device or contract out any existing work that would have the purpose of circumventing the current agreement for the duration of this agreement, through the use of third party agencies.

**ARTICLE 4  
GENERAL**

**ARTICLE 4.01**

A. The Company will provide bulletin boards at its terminals on which to post changes in Company rules and regulations and on which the Union may post necessary notices to its members. All Union notices are to be dated and signed by an official of the Union.

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

C. The parties hereto recognize all the clauses and stipulations of this Agreement are subject to grievance procedures except as otherwise provided herein.

D. The Union shall appoint or elect Shop Stewards from regular employees who have completed their probationary period and shall notify the Company in writing of the appointment or election. The Company shall only recognize such Shop Stewards when notified in writing by the Union and shall not discriminate against them for lawful union activity.

The Union shall supply the Company Labour Relations department on or about each January 1, with a list of the employees acting as Shop Stewards. Such list will indicate the name of the employee and the location.

Shop Stewards will suffer no loss of regular pay when processing grievances under Step 1 and 2 of the Grievance Procedure.

Line Shop Stewards to be paid at the straight time hourly rate for time spent processing grievances.

The Company will notify the Union prior to the dismissal of any Shop Steward.

E. Authorized agents of the Union will request and have access to the Company's establishment during working hours for the purpose of investigating conditions related to clauses in this Agreement and shall in no way interrupt the Company's working schedule.

F. This Agreement shall be binding upon the parties hereto or their successors, administrators, executors and assigns. In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof, shall, without recourse to the vending company, continue to be subject to the terms and conditions of this Agreement for the life thereof.

G. It shall be a violation of this Agreement for the Company to sell, lease or rent any vehicular equipment owned by the Company to an employee.

H. Where the Company is currently making car parking space and/or plug-in outlets available for their regular employees, this practice shall not be discontinued. At newly constructed terminals, plug-in outlets where necessary, and car parking space, will be made available to regular employees at no cost to the employee.

**ARTICLE 4.02**

In the event that the Company should require any employee covered by this Agreement to engage in work on construction in the confines of a construction site coming within the jurisdiction of another Agreement which has established more favourable wage rates than those herein contained, such employee shall be entitled to be paid at the more favourable wage rate while he is so engaged.

**ARTICLE 4.03**

When an employee goes off work ill, or on compensation or a grievance is invoked on his discharge, the Company shall continue to pay both his health and welfare fees and Union dues so that the employee shall be protected to the utmost, provided:

- (a) The employee reimburses the Company for such contribution 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.

In the event of any employee grievance being rejected, all monies paid by the Company under this Article, including the total premium, shall be paid to the Company by the employee.

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 an 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 4.04- BEREAVEMENT LEAVE**

Regular employees will have bereavement leave entitlement as follows:

When death occurs to a member of a regular employee's immediate family, other than the employee's spouse or child, the employee will be granted, upon request, bereavement leave on any of his normal working days that occur during the three (3) working days immediately following the day of death. A regular employee will be allowed four (4) work days without loss of pay immediately following the date of death of the employee's spouse or child.

In the event the funeral is held on an employee's regular work day other than the three (3) days immediately following the day of death, the employee will be granted, upon request, leave on that day to attend the funeral.

The employee will be compensated at his regular straight time rate for hours lost from his regular schedule for the bereavement leave in the three (3) working days immediately following the day of death.

An employee will be allowed four work days without loss of pay immediately following the day of death of the employee's spouse or child.

Provided the employee attends the funeral and that day is one other than one of the three (3) days immediately following the day of death, the employee shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule on the day of the funeral.

Members of the employee's immediate family are defined as the employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, step-sons and step-daughters.

Step-father and step-mother will be recognized provided such step-father or step-mother had the status of the employee's father or mother.

In the event of the death of the employee's grandfather or grandmother or the employee's spouse's grandfather or grandmother, the conditions of this Article will apply only if the employee attends the funeral.

(NOTE: The "spouse" of the employee shall be defined as the spouse on record with the Company's personnel department).

Subject to the foregoing, line drivers shall be compensated for hours lost at the work time rate. This shall not exceed ten (10) hours per day.

The Company may require an employee to provide proof of death of a member of the immediate family. Such proof will include place, time and date of death.

In addition, if the employee is notified of the death while he is working, he will be excused from and paid for the balance of the working shift, and such time shall not be charged against the three (3) days of leave.

#### **ARTICLE 4.05**

Any regular full time employee who is required to perform jury duty, or is required to appear as a witness in a court action resulting from an incident which directly involved the employee or the Company during the employee's regular work day, will be reimbursed by the Company for the difference between the pay received for the jury duty, or witness fee, and his regular straight time hourly rate of pay for his regular scheduled hours of work.

And further, if an employee is working an afternoon shift and he must appear that day or days, he will not be required to work that shift and shall be compensated at his regular rate of pay, and an employee working the graveyard shift has to appear, he shall not be required to work the shift prior to the court hearing and shall be compensated at his regular rate of pay.

It is understood that such reimbursement shall be not for hours in excess of eight (8) hours per day or forty (40) hours per week, less pay received for jury duty, or witness fee, whichever applies. Line drivers will be compensated at ten (10) hours per day and fifty (50) hours per week for trips missed.

#### **ARTICLE 4.06**

A. When by mutual agreement between the Company and a Union there is a need to train inexperienced people to fill driving positions in that Company, such program and compensation shall be by mutual agreement between that local Union and the Company.

B. If a Company requires that job applicants have a physical examination prior to hiring, such examination shall be made by the doctor chosen by the Company and the cost of such examination shall be borne by the Company.

C. Drivers who have completed one (1) or more years of employment with the Company and who are required to take Government physical or medical examinations for the purpose of their vehicle operator's licence, will, upon receipt of their Doctor's report, make it available to the Company for copying. The Company will then reimburse the driver at full cost for the cost of such physical examination upon presentation of a receipt showing the driver has paid for such examination.

D. Any Company requested physical or medical examination after the date of employment shall be complied with by all employees and the Company shall pay for such examinations. The examination will be within the employee's regular working hours. In the event this is not practical, the employee will be compensated up to a maximum of two (2) hours at his regular rate of pay, Medical requirements applied by the Company shall not exceed those applied by the Licensing Department in each Province as it relates to the driver's licence.

E. Any employee who fails to pass a Company physical examination may at his option have his case reviewed in the following manner:

- (a) He may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of obtaining a second physical examination report.
- (b) A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Company and in the event that such findings verify the medical examiner employed by the Company, no further medical review of the case will be afforded.
- (c) In the event that the findings of the medical examiner chosen by the employee disagrees with the findings of the medical examiner employed by the Company, the Company will, at the written request of the employee, agree upon and appoint within five (5) days, a third qualified medical examiner, preferably a doctor specializing in the ailment claimed, for the purpose of making a further medical examination of the employee.

F. The decision of the medical specialist shall be final and binding on the parties involved and the employee shall not suffer loss of wages if the decision of the medical specialist is in favour of the employee and the employee is fit to return to his former classification. Line drivers will be compensated at the rate of ten (10) hours per day with a maximum of fifty (50) hours per week.

G. The expense of employing a disinterested medical examiner shall be borne half by the Union and half by the Company. Copies of such medical examiner's report shall be furnished to the Company and to the employee.

H. (a) If the Company requests the driver to upgrade his licence, the appropriate equipment will be provided for test purposes and the driver will receive his regular rate of pay during the test period.

- (b) If a driver requests appropriate equipment for test purposes to upgrade his licence or for licence renewal, it shall be provided by the Company if and when available.

- (c) Any employee with more than one year's seniority who suffers the revocation of his driver's licence, will be reclassified provided he is capable and work is available and that such re-employment will not result in the bumping of a regular employee, or otherwise be given a leave of absence for the duration of the legal suspension up to twelve (12) months. However, such reclassification or leave of absence may be authorized only once to an employee who suffers such revocation.

## **ARTICLE 5 SENIORITY**

### **ARTICLE 5.01**

A. The principle of seniority shall be maintained in the reduction and restoration of the working force, providing the senior man is capable of performing the remaining job.

B. Any employee wishing to transfer from one unit to another unit will make application to the Company in writing and will be given preference over a new applicant provided he can meet the Company qualifications.

When an employee transfers from one unit to another unit, he may retain his seniority in his former unit for a maximum of thirty (30) calendar days.

C. In the event the specific job that the employee transfers to is discontinued within ninety (90) calendar days and there is no alternate work in the unit for such employee, he may return to his former unit and maintain his previous seniority status in that unit. This provision does not apply to a layoff for lack of work and is restricted specifically to a job discontinuance.

D. All new jobs and vacancies referred to in this Article shall be posted in each unit of seniority within the terminal.

### **ARTICLE 5.02**

A. On the linehaul, seniority shall prevail for the purpose of bidding, but there shall be no job bumping privileges except as provided in (b) and (c) immediately following:

- (a) All new runs or vacancies on existing runs are subject to seniority and shall be posted in a conspicuous place for seven (7) days for bids.
- (b) The bump as described herein must be made by the line driver, whose run has been discontinued, within seven (7) days of the date such run discontinuance is posted. Failure to comply with this time limit will disallow the bumping privileges.
- (c) In the event the Company discontinues a bid run or curtails the number of power units on a bid run for an indefinite period of time, the driver reduction on such run will be by seniority order with the least senior driver being the first affected. The drivers laid off their bid run may under this condition bump an employee with less seniority off another bid run within the "branch".

In the event the bid run discontinuance or curtailment is for a period of less than sixty (60) calendar days, the drivers shall return to their original runs as work becomes available. If the discontinuance or curtailment is for a period in excess of

sixty (60) calendar days, the runs shall be considered as new runs and subject to the bidding procedures as they become available.

- (d) In the event that shortage of work at a terminal within a "branch" causes layoff, the junior drivers at that terminal shall be subject to the layoff. They may, however exercise their seniority within the "branch" as provided in Article 5.06.

B. In the city or maintenance shop work, all vacancies will be posted for forty-eight (48) hours for bids. Seniority shall prevail for shift preferential, new jobs or vacancies provided the employee is qualified. There shall be no job bumping privileges, except in the case of senior employees being displaced on their shift by a layoff or shift discontinuance, the senior employees may exercise their seniority over junior employees in the same unit and be placed on a shift of their choice: the senior employees exercising the bump must advise the Company within forty-eight (48) hours as to which shift that they are bumping to. Failure to exercise this bumping privilege within forty-eight (48) hours will disallow the bump. The senior employee may only exercise this preference once in each case of layoff or shift discontinuance.

In the event the layoff or shift discontinuance is for a period of less than thirty (30) calendar days, the employees affected must resume their normal shifts as work becomes available. However, if the layoff or shift discontinuance is for a period in excess of thirty (30) calendar days, the shift openings shall be considered new jobs as they become available and subject to posting and bidding as provided herein.

C. In all bids referred to in this Article, the Company will designate the successful bidder or bidders except when the employee is on vacation or on days off or otherwise prevented from bidding and when he returns, he will be given an opportunity to bid. If senior bidders are not assigned, the reasons thereto will be given to such senior employees.

### **ARTICLE 5.03**

In all Provinces and Territories, seniority shall be branch wide and three (3) separate groups or units for seniority purposes shall be recognized:

- (a) Unit #1 Line Drivers who work on a mileage basis.
- (b) Unit #2 Hourly paid workers such as short line, city pickup and delivery drivers, established hostlers, dockmen and helpers.

The seniority for city pickup and delivery drivers that are used to supplement the linehaul shall remain in the terminal seniority group.

- (c) Unit #3 Mechanics and shop employees.

### **ARTICLE 5.04**

A. For line drivers "branch" will include those line drivers set out on individual master seniority lists according to the seniority provisions for the area concerned. Areas that have established terminal seniority for line drivers by past practice, will continue on that basis. Areas that have established "branch" seniority which includes all line drivers within the jurisdiction of the local Union by past practice, will continue on that basis except whereby there is a mutual

agreement between the local Union and the Company to create seniority provisions for the line driver by domicile terminal or by areas which include more than one terminal.

B. For terminal employees, the branch will have individual terminal inclusion only.

C. For shop employees, the branch will have individual shop inclusion only.

#### **ARTICLE 5.05**

Within each branch, the Company will post and maintain seniority listings. Such up-to-date listings will be posted as of January 1, April 1, July 1, and October 1 of each year. Copies of current lists will be provided to the local Union and the Company's labour relations department.

Any employee wishing to protest his seniority must do so by formally reducing his protest to writing and submitting the same to his supervisor and the Union within thirty (30) days of the posting of the said seniority listing.

Lists will be made up as follows:

(a) For Line Drivers:

A master seniority list made up of all line drivers by terminal, area or jurisdictional area, dependent on the seniority provisions established under Article No. 5.04(A).

(b) For Terminals:

That terminal's master seniority list which will include all short line, city pickup and delivery drivers and dockmen.

(c) For Shop Employees:

That shop's master seniority list which will include all that shop's hourly paid contractual employees.

Each seniority list will contain the name of the employee and the official date he became employed as a regular employee of that unit.

#### **ARTICLE 5.06**

A. In the case of layoff concerning line drivers due to lack of work at their domicile terminal, the junior driver at the terminal may exercise his seniority by moving to another terminal within the branch where the junior employees on the seniority list are located if work is there available when the junior employees are laid off. The employee affected will advise the company in writing within forty-eight (48) hours of the time of being advised of layoff as to whether he will exercise his seniority as described above, or take layoff at his domicile terminal. Such decisions will be final and without recourse. When work becomes available, employees will be recalled to their original domicile point or job in seniority order and moving expenses in this proviso will be borne entirely by the employee.

B. When an employee is laid off for lack of work, then according to seniority, he will have the right to fill, if qualified, any position which is open in one of the other two (2) classifications of employees (units). However, he must return to his initial unit when work is there available.



Each employee filling such position shall take seniority position in the new unit as if he were newly hired.

C. Any employee who has been on lack of work layoff for twelve (12) months or more shall be-removed from the seniority list and the Company shall be under no further obligation to such employee, except in the case where the layoff is a direct result of a labour dispute involving another company, or when the laid off employee has accrued five (5) years or more seniority in which case seniority will be carried for eighteen (18) months.

D. Employees recalled to work following a layoff shall be informed by double registered mail and he will be allowed seven (7) consecutive days from receipt or attempted delivery date to report for work. The Company shall be kept informed in writing of any changes in address or telephone number.

E. In the event of a terminal closure, partial closure or the expiration of a recall period that results in the termination of employment of an employee, the Company agrees to pay such employee severance as stipulated in the Canada Labour Code, regardless of age.

F. Laid-off employees shall have the right not to be paid out vacation pay; however, laid-off employees shall be paid out vacation at the end of their recall period.

#### **ARTICLE 5.07**

If an employee because of health reasons must seek employment within another unit and if qualified for the work in the new unit, the employee will be given seniority status by applying his previous experience with the Company in the work of the new unit as follows:

His full experience in months, in the work of the new unit will apply back from the present day of hire into the new unit.

#### **ARTICLE 5.08**

Seniority once established for an employee shall be forfeited under the following conditions:

- (a) If he voluntarily quits.
- (b) If he is discharged for proper cause.
- (c) If he fails to report for duty after a layoff in accordance with Article 5.06(D).
- (d) In accordance with Article 5.06(C).

#### **ARTICLE 5.09**

A. Shift overtime shall be allocated wherever possible on the basis of seniority on a voluntary manner provided the employee is capable of doing the job. However, upon reaching the bottom of the list with respect to seniority, the junior employees shall be required to work the overtime.

No employee shall be required to work overtime in excess of four (4) hours per week provided he advises his immediate supervisor at the start of his straight time shift.

Employees may request and have their overtime accumulated for additional time off as per conditions of existing letter of understanding for the duration of this collective agreement.

B. Part time employees or hired cartage will not be used for the purpose of depriving regular employees of their regular hours of work on their regular shifts.

C. If a regular employee is informed before his quitting time that there is no work available for him on his next shift, there shall be no part time employees worked on his shift on that day he is laid off. This principle may be advanced on a daily basis.

D. Any regular employee who is not required on his regular shift on a daily basis shall be given the opportunity of performing available part time work, for which he is qualified, and shall be entitled to eight (8) hours work and/or pay.

#### **ARTICLE 5.10 - BANKED VACATION OVERTIME**

A. Where an employee desires to bank his overtime for the purpose of additional vacation he shall request and complete a form supplied by the Company indicating this, which will be binding until December 31st of the current year.

B. Overtime which is accumulated as V/O shall be credited in terms of hours, and when taken as time off, shall be paid out at the same hourly rate as accumulated. When an employee leaves the Company, all accumulated hours in the employee's V/O bank will be paid out in total.

(a) An employee will be allowed to accumulate a maximum of ten (10) days V/O, at which time, the employee will provide fourteen (14) days prior written notice of the days to be taken and these days shall not be granted during the months of June to September inclusive, except where mutually agreed by the employee and the Company.

(b) Any employee must accumulate a minimum of five (5) vacation days before requesting any days off.

C. Should too many employees request their V/O at the same time, seniority would be the deciding factor. All V/O must be taken by March 31st of the following year, and completed by the next payroll thereafter.

D. The Company will keep a record of all banked V/O which will be available for perusal by the employee.

E. Example of banked V/O:

1 hour at 1½ times - 1½ hour V/O banked  
1 hour at double time - 2 hours V/O banked

F. This proviso shall take effect on the first day of the month following the signing of the collective agreement.

G. Banked overtime to be used up from previous year by March 31st each year. There will be no pay out in cash.

**ARTICLE 6  
LEAVE OF ABSENCE**

**ARTICLE 6.01**

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. Under such leaves, the employee shall retain and accrue seniority only. Leave of absence will not be denied solely because of the time of the year.

B. Such leave may be extended for an additional period of thirty (30) calendar days when approved by both the Company and the Union (in writing) and seniority will accrue during such extension.

C. 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 rights and his name will be stricken from the seniority list and he will no longer be considered an employee of the Company.

D. Any employee requesting a leave of absence for compassionate reasons will be given special consideration and may be required to substantiate the reason for such leave before returning to work. Any violation of this provision will be subject to disciplinary action.

E. The Company shall allow time off without pay to any employee who is serving on a Union committee or as a delegate providing all requests for time off are reasonable and do not interfere with the proper operation of the business and provided forty-eight (48) hours written notice is given the Company by the Union specifying the length of time off.

F. If an employee requests a leave of absence to take a position with the Union, such request will be granted. The employee will remain on the employee seniority list and will accrue seniority.

**ARTICLE 6.02**

A. When an employee within the bargaining unit covered by this Agreement receives a leave of absence, in writing, with a copy to the union, to take a position within the Company which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of ninety (90) calendar days within the former unit. The starting date of such an appointment shall be posted in the terminal. During this leave of absence such employee shall continue to be covered by the Health and Welfare and the Pension Plan as provided in this Agreement.

B. At the end of this period of ninety (90) days, the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising that privilege again.

**ARTICLE 7  
SAFETY CONDITIONS**

**ARTICLE 7.01**

A. Maintenance of Equipment:

- (a) It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in a safe operating condition.
  - (b) The Company will not require employees to operate equipment on public streets or thoroughfares that is not in compliance with the appropriate provisions of the law dealing with safety requirements on mobile equipment (i.e. brakes, steering, signal lights or other lighting equipment). In areas where testing of vehicles is mandatory, it will be within the driver's right to refuse to drive a vehicle without an up-to-date tested sticker attached.
  - (c) Employees shall not be required to operate mobile equipment which is restricted to terminal or terminal yard operations that is in such a state of disrepair as to endanger the operator or other personnel working in the area.
- B. It shall be the duty of the employee to report in writing on the appropriate forms of the Company promptly but not later than the end of the shift, trip or tour all safety and/or mechanical defects on the equipment which they have operated during that shift, trip or tour.
- C. It shall be the obligation of the Company to so inform the employees as to which supervisor to whom such reports on such equipment will be made in the branch, division or area of operation. Company to designate filing space at terminal or garage.
- D. In the event essential repairs cannot be affected to make the equipment safe, the equipment will be correctly identified and kept out of service until repaired, and it shall not be considered a violation of his employment when a Company employee refuses to operate such identified equipment.
- E. It shall be the obligation of the Company to direct the repair as necessary to conform with the safe and efficient operation of that equipment.
- F. In order to provide adequate vision front and rear, all equipment (trucks and tractors) of the Company will be equipped with heaters and heated mirrors, said mirrors to be of a size not less than eight (8) inches in diameter (convex mirrors). All tractors shall have convex mirrors on both right and left hand sides.
- G. Bunks in new tractors for use in sleeper cab operation and ordered by the Company after the signing date of this Agreement, will not be less than twenty-eight inches (28") wide.
- H. The Company shall not require employees to double deck trailers at night in an area without proper lighting. At terminal installations there shall be not less than two (2) employees involved when:
- (a) Double decking trailers;
  - (b) Tarping the top side of a set-up stake and rack trailer;
  - (c) When an employee requires assistance for setting up a stake and rack trailer.
- I. Drivers will be held responsible to ensure that proper equipment is used when towing another vehicle. Such equipment will be made available by the Company.

- J. An employee will not be required to operate crane mobiles or similar type equipment or forklifts on public streets or highways if, in the opinion of the employee, such machine does not have adequate visibility for its safe operation.
- K. All linehaul power units shall have a compartment for storing tools in a safe location on that equipment.
- L. All tractors will be equipped with backup lights and conversion kits for speedometers to read in metric.
- M. All terminal docks shall be equipped with the following safe, properly anchored equipment: loading plates, flare kits and fire extinguishers.
- N. Trucks and trailer bodies shall have installed steps or devices to allow reasonable access to the body. (I.C.C. rear bumpers and stirrup steps for side doors on over-the-road line equipment shall be considered as reasonable access.) On the purchase of new equipment, safety, health and comfort of the driver will be a consideration.
- O. When the Company retains an agent in remote areas, the Company will stipulate that the agent's equipment (for example, forklifts, loading plates) are in safe working condition as prescribed by Canada Health and Safety.
- P. When safety equipment is required (for example, earplugs, respirators, hardhats, vests, etc.), the Company shall ensure that all terminals are properly equipped. Employees and owner operators will maintain and keep all safety equipment issued in good working order and will return the equipment to the Company for replacement, if necessary.

#### **ARTICLE 7.02**

- A. Wherever possible, the Company agrees to maintain at its terminals or maintenance shops, clean, sanitary washrooms having hot and cold running water with toilet facilities available to terminal and shop employees and line drivers.
- B. The Company will provide clean and adequate lunch rooms properly ventilated for its employees at its terminals where such lunch rooms would be used by employees. It shall be the responsibility of the employees using these facilities to leave them in a neat and orderly condition.
- C. All new terminals constructed after the effective date of this Collective Agreement will have shower facilities and shared locker facilities. All new terminals constructed after the effective date of this Collective Agreement outside of the Lower Mainland and Vancouver Island will be heated.

#### **ARTICLE 7.03**

- (a) The Company shall provide first aid provisions in accordance with the applicable Occupational Health and Safety Act.
- (b) First Aid Level 1 - \$0.50 an hour premium  
First Aid Level 2 - \$1.00 an hour premium

Employees designated by the Company to provide first aid coverage shall receive Level 1 or Level 2 premiums.

## **ARTICLE 8 PAY AND WORK CONDITIONS**

### **ARTICLE 8.01**

- A. All employees covered by this Agreement shall be paid for all time spent in the employment of the Company.
- B. Pay time shall be computed from the time designated when the employee is ordered to report for duty or registered in, whichever is the later, until he is effectively released from duty.
- C. The rates of remuneration as listed in this Agreement are considered as minimum rates and shall not preclude payment of premium rates at the discretion of the Company.
- D. Any regular employee operating equipment on a regular basis which entitles him to differential or premium pay, this differential or premium pay will become part of this regular hourly rate of pay and shall be paid on all Statutory Holidays and annual vacations. Any other regular employee receiving a differential or premium pay on a regular basis, this differential or premium will become part of his regular rate of pay and shall be paid on all Statutory Holidays and annual vacations.
- E. Hours of work and rates of remuneration are outlined in separate Appendices hereunto annexed and forming part of this Agreement.
- F. The Company agrees that it will not make any deductions or deletions from an employee's time sheet without first consulting with the affected employee or owner operator.
- G. Company will replace paper pay statements with electronic notification. On three (3) months' notice, elimination of payment by cheque. All payments by electronic payment directly into bank account.

### **ARTICLE 8.02**

- A. All regular employees covered by this Agreement shall be paid not less frequently than on every other Friday at the end of the shift which starts on that day, all wages earned by such employee to a day not more than fourteen (14) days prior to the day of payment.
- B. The Company shall provide each employee covered by this Agreement with a separate and detachable written or printed itemized statement in respect of all wage payment made to such employee. Such statement shall set forth the dated pay period, the total hours worked or paid for, the total miles driven, the total overtime hours paid, the rate of wages applicable and all deductions from the gross amount of wages.
- C. Prior to an employee leaving on annual vacation, he shall receive vacation pay on a separate cheque in accordance with Article 9.01 of this Agreement for that period of time that he will be on vacation, provided that he takes his vacation at the time stipulated as per Article 9.02. However, if his vacation time is not posted or if he changes his vacation to a time other than that which is posted, it will be required that the employee provide at least two (2) weeks notice prior to leaving

on vacation if he is to receive vacation pay in advance. Failing this, he will receive his vacation pay on the first regular pay day following his return to work.

D. The Company shall provide each employee with a computation of vacation pay accrued not less than once annually. Said computation to be available to the employee within thirty (30) days after completing each year's service for vacation purposes.

#### **ARTICLE 8.03**

If an error occurs in the payroll computation of an employee's or owner operator's pay cheque and the amount is equal to one (1) day's pay or more, he shall be entitled on request to receive the same within forty-eight (48) hours.

If an employee or owner operator improperly completes his time card or pay claim, or does not turn them in immediately on completion of his trip or tour, any pay so affected will be included with the next regular pay period. Such payment to be deemed as wages and taxed accordingly.

- (a) Any dispute of deductions or deletions shall be made within five (5) days of the 15<sup>th</sup> statement and the Company will respond by the 30<sup>th</sup> of the month. If there is no resolution, the Union or the Company may seek expedited mediation/arbitration.
- (b) Company drivers and owner operators have seven (7) days from their payday to dispute deductions and deletions. If not resolved within seven (7) days, the Union or the Company may refer the matter to expedited arbitration.

#### **ARTICLE 8.04**

When an employee meets with a personal injury while on duty which prevents him from completing his shift and the injury requires medical care, the employee will be compensated for the full shift on that day and will not have to fill out any Company forms until he has seen a doctor.

#### **ARTICLE 8.05**

It shall not be a violation of this Agreement for an employee to post the Teamsters' Union Label in a conspicuous place in the cab of the vehicle or equipment he is operating. The said label to be of a size not in excess of four inches by four inches (4" x 4"). Said 4" x 4" label to be attached to a glass area which will not obstruct vision.

#### **ARTICLE 8.06**

A. The Company agrees that if an employee is required to wear any kind of uniform as a condition of employment, the Company will provide three (3) shirts and two (2) pairs of trousers per year. It is understood that these uniforms will be machine washable and employees will be responsible for maintaining and cleaning the uniforms.

However, the employee must furnish at his own expense, suitable clothing, shoes, gloves and winter weather and protective clothing in order to perform his job effectively and safely.

B. Any employee physically handling substantial volumes of fish, meat, frozen butter, hides, creosoted commodities, spun glass, lamp black, barbed wire, acids, dirty oil drums or ore concentrates in bulk, shall be provided with gloves, rubber or leather aprons and either coveralls or smocks as deemed appropriate and safe for the handling of the specific commodity.

C. Any employee who is exposed to a hazard by reason of handling toxic or noxious chemicals, shall be provided with adequate protective clothing and safety equipment as required by the Workers' Compensation Board Regulation and shall wear such as necessary while handling these commodities.

D. Maintenance shop employees and Company established hostlers when required, shall be provided with rain gear and clean coveralls and the cost of this shall be borne by the Company.

The Company shall supply at their expense to maintenance shop employees, good quality safety-toed boots and after the initial issue, on an annual exchange basis, if required.

E. Where the Company makes it a condition of employment for all employees and owner operators to wear safety-toed boots, the Company will pay up to one hundred twenty-five dollars (\$125.00) per calendar year with receipt.

#### **ARTICLE 8.07**

No employee shall be asked to make a written or verbal agreement with the Company covering hours of work, wages or conditions, during the term of this Agreement.

#### **ARTICLE 8.08**

Regular hourly paid employees shall be notified before quitting time if they will not be required to work their next regular day.

#### **ARTICLE 8.09**

When a regular terminal or maintenance shop employee is called and reports for duty on his regular scheduled work day, he shall be guaranteed a minimum of eight (8) hours work and/or pay from his regular scheduled starting time.

#### **ARTICLE 8.10**

When an employee from a higher-rated classification is requested to work temporarily or until permanently reclassified at a lower-rated classification, he shall continue to be paid at the rate for the higher-rated classification.

Where an employee from a lower-rated classification is requested to work in a higher-rated classification for (a) one hour and up to two hours, he shall be paid for the period worked at the higher rate, and (b) for two or more hours, he shall be paid for the entire day at the rate paid for the higher-rated classification.

#### **ARTICLE 8.11**

There shall be no "split-shifts" and the hourly paid regular employees' work week must be designated to him on the last day of the preceding work week. All employees shall have the same starting time for each day of the week, Monday through Friday, except for those employees working under the call-as-required provision, however, the employee's shift, may be changed during the week due to layoff or shortage of work on a shift. It is understood that the Company may change an employee's start time as required each week.



In the event of failure to post or give such notice, it shall be presumed that the time of his shift for the following week shall be the same as the current week. Any hours worked prior to his regular starting time or after his regular quitting time shall be paid for at the overtime rate in excess of eight (8) hours in that day,

#### **ARTICLE 8.12**

A. Hourly rated employees shall, except by mutual agreement between the parties hereto, take at least one (1) continuous period for meals of not less than thirty (30) minutes, nor more than one (1) hour in any one (1) day. No employee shall be required to take more than a thirty (30) minute meal period except when instructed to take one (1) hour between the hours of 12:00 noon and 1:00 p.m.

When a city pickup and delivery driver is instructed to stay with his equipment in a lineup waiting to load or unload during his lunch period, such time shall not be deducted from his total hours worked in that day.

B. No employee shall be compelled to take his lunch period before he has been on duty three and one-half (3½) hours or after he has been on duty five (5) hours.

#### **ARTICLE 8.13**

An hourly rated employee shall be entitled to one (1) break not in excess of fifteen (15) minutes during both the first half and the second half of any shift.

When an hourly rated employee is required to work overtime of more than thirty (30) minutes but less than two (2) hours, he shall be entitled to a fifteen (15) minute coffee break prior to starting such overtime work. However, if the overtime is to exceed two (2) hours, the employee shall be entitled to a thirty (30) minute paid meal period prior to starting the overtime.

#### **ARTICLE 8.14**

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, the Company shall advise the Union as far in advance as possible, and not less than thirty (30) days prior to implementation, the matter shall become the subject to discussion between the parties for rates governing such equipment and classifications of employment. 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.

#### **ARTICLE 8.15**

A. When work available will not support a full-time crew on regular shifts in the city pickup and delivery and/or dock work, the junior regular employees laid off will be permitted to perform part-time work on a voluntary basis provided that: for all Interior employees call time shall be 0600 hours to 1700 hours and for Surrey employees call time shall be 1400 hours to 2400 hours.

B. Employees will have a shift premium of \$1.50 for all hours worked, if applicable.

C. In the event such employee is called and reports for work he shall be guaranteed a minimum of four (4) hours work, or six (6) hours, or eight (8) hours, but will only be allowed to work one shift a day.

D. Coffee breaks and lunch breaks shall be taken as follows: After two (2) hours coffee break, after four (4) hours, lunch break, after six (6) hours, coffee break.

E. Part-time employees in Appendix B, Section 1, e-f-g, will not be used until all the regular employees are back to work and are receiving their daily guarantee per Appendix B, Section 1(a).

F. These employees shall be subject to all other conditions provided in this Agreement for regular employees.

G. The number of employees subject to this call as required proviso shall not exceed 15% of the number of employees within the seniority unit rounded to the nearest whole number.

H. The Company will not do away with any regular shift or employees due to this part-time clause.

I. A call as required employee who only works a four hour shift in the morning will be offered a second four hour shift in the afternoon prior to the recall of a more junior call as required employee. The call as required employee will have the right to refuse the second four hour shift.

#### **ARTICLE 8.16**

Fifteen (15%) percent of the work force in the seniority unit in each terminal shall, twelve (12) months of the year be on the 4-6-8 concept.

#### **ARTICLE 8.17**

Terminals with five (5) or less employees will have a maximum of one (1) employee on call as required.

#### **ARTICLE 8.18**

Shift premium in British Columbia will be \$1.50 per hour for all hours worked.

#### **ARTICLE 8.19**

The a.m. time for the application of shift premium in all areas will be prior to 05:59.

#### **ARTICLE 8.20**

The p.m. time for the application of shift premium in the Surrey maintenance garage will be 15:00 or later, for new hires. (All other employees will remain at 14:00 or later).

### **ARTICLE 9 VACATIONS**

#### **ARTICLE 9.01**

All employees shall receive:

A. Two weeks vacation with pay after the completion of each year of continuous service with the Company. Payment for such vacation shall be in the amount equal to four percent (4%) of the

wages paid that employee during the year in which he qualifies for such vacation or eighty (80) hours pay at the hourly rate in effect at the time he takes his vacation, whichever is greater.

OR,

B. Who have completed three (3) years of continuous service with the Company, shall receive in the next succeeding year of employment and each year thereafter, three (3) weeks vacation with pay in an amount equal to six percent (6%) of the wages paid that employee during the year in which he qualifies for such vacation or one hundred and twenty (120) hours pay at the hourly rate in effect at the time he takes his vacation, whichever is greater.

OR,

C. Who have completed nine (9) years of continuous service with the Company shall receive in the next succeeding year of employment and each year thereafter, four (4) weeks vacation with pay in an amount equal to eight percent (8%) of the wages paid that employee during the year in which he qualifies for such vacation or one hundred and sixty (160) hours of pay at the hourly rate in effect at the time he takes his vacation, whichever is greater.

OR,

D. Who have completed fifteen (15) years of continuous service with the Company, shall receive in the next succeeding year of employment and each year thereafter, five (5) weeks vacation with pay in an amount equal to ten percent (10%) of the wages paid that employee during the year in which he qualifies for such vacation or two hundred (200) hours pay at the hourly rate in effect at the time he takes his vacation, whichever is greater.

OR,

E. Who have completed twenty-one (21) years of continuous service with the Company, shall receive in the next succeeding year of employment and each year thereafter, six (6) weeks vacation with pay in an amount equal to twelve percent (12%) of the wages paid that employee during the year in which he qualifies for such vacation or two hundred and forty (240) hours pay at the hourly rate in effect at the time he takes his vacation, whichever is greater.

F. One thousand and five hundred (1500) hours shall constitute a year of service but no employee will be permitted to accumulate more than one (1) year of service or any fraction thereof in any twelve (12) month period for vacation qualification.

G. Absences due to sickness or accident shall be counted as hours worked in the intervening years between the employee's first year and final year of employment. In any such year, the employee will be credited with a maximum of five hundred (500) hours for such absence if he has less than one thousand and five hundred (1,500) hours of work in that year to qualify for vacation herein stipulated.

In any year where an employee has not qualified for a full vacation as a result of illness, he will still be credited with a year of service to determine future vacations.

H. A calendar year shall be the period between January 1st and December 31st.

I. Where the date of commencement of employment is the anniversary date for the purpose of calculating annual vacations, employees shall receive vacations in accordance with the provisions contained in Sections A or B or C or D or E of this Article.

J. Irrespective of whether benefits are calculated on the basis of G or H of this Section, vacation pay cheques will be issued to all employees in accordance with the provisions of Article 8.02 of this Agreement.

K. Once vacation periods are established the time shall not be changed except where mutually agreed between the employee and the Company.

L. Vacation period to start on completion of employee's normal work week and end on the first day of his normal work week on the completion of his vacation.

M. An employee hired after January 1st in any year and who does not qualify for full annual vacation, shall be paid an amount equal to four per cent (4%) of his total wages from the date of employment to December 31st of that year. Employee then to work a full year before receiving a full vacation with pay. Time off (without pay) will be allowed during this year with such time off being calculated on the basis of holiday pay.

N. All employees must take their vacation entitlements in the year which they are entitled. There shall not be a carry over of holidays from year to year.

O. All hourly paid employees who are hired for vacation relief during the vacation season, May 1 to September 30, shall be classified and posted as "vacation relief employees". Such employees shall be regular employees subject to all the conditions provided for in this Collective Agreement for regular employees, except that, when such employees are laid off during or at the end of the vacation season, Articles 2.06 and 2.07 will not take effect. However, any such laid off vacation relief employee shall be given the opportunity to have her/his name placed on the part-time employees' roster, in accordance with the employee's last day of hire.

## **ARTICLE 9.02**

A. The time of vacation shall be fixed by the Company consistent with the efficient operation of the business.

\*\*Preference of vacation time shall be given to senior employees. Senior employees may only exercise their seniority for selection once in each vacation year.

B. Vacation lists shall be posted on January 2 of each year and employees shall designate their choice of vacation time before February 28. If an employee fails to designate his choice of vacation on such listing while posted, vacation time shall be granted at the Company's discretion. The Company shall post the final vacation schedule by April 1, and shall remain posted for the balance of the year. However, if a change should occur the schedule will be updated and re-posted regularly.

C. During the Company's prime season, May 1 to September 30, the Company will use the following formula for determination of the number of employees allowed on vacation at any one time at each Company terminal location:

Twenty per cent (20%) in each classification to the nearest employee, up or down with a minimum of one (1) employee in each classification and a maximum of ten (10) employees in each classification.

D. The following classifications will be recognized as separate groups for determining allocation of vacation:

- (a) Dockmen
- (b) Pick up and delivery drivers
- (c) Semi pick up and delivery drivers
- (d) Line drivers
- (e) Maintenance shop employees.

E. The number of employees in each group for application of the allocation of the vacation formula will be the number employed as of March 1 of each year.

#### **ARTICLE 9.03**

An employee laid off or leaving the Company before completion of a full year of service, shall be entitled to a pro rated vacation with pay computed on the same percentage of wages paid that employee during the portion of the year worked.

#### **ARTICLE 9.04**

An employee who accepts gainful employment while on vacation may be terminated.

### **ARTICLE 10 GENERAL HOLIDAYS**

#### **ARTICLE 10.01**

All employees who have completed their probationary periods of thirty (30) calendar days and have qualified as regular employees, shall be entitled to all general holidays. The said Statutory Holidays are:

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

Any other statutory holiday proclaimed by the Provincial or Federal governments shall be recognized at the date thereof.

#### **ARTICLE 10.02**

Regular hourly rated employees will receive eight (8) hours pay at their regular hourly work time job classification rate and all premiums the employee regularly receives for the general holidays as listed. Line drivers will receive ten (10) hours pay.

### **ARTICLE 10.03**

Regular employees shall be entitled to general holiday pay for the specified holiday subject to the following qualifications:

A. An employee shall not be entitled to receive pay for any general or civic holiday where such holiday falls while the employee is on expressed leave of absence for any reason whatsoever, including employees absent from work and receiving Workers Compensation, Weekly Indemnity or Long Term Disability benefits. (Existing employees on these benefits at the times of the signing of the 1985 Collective Agreement shall continue to be paid for general holidays).

B. Employees who have been laid off for lack of work and return to work within thirty (30) days of a general holiday which took place while they were on layoff, will be entitled to pay for this general holiday UNLESS they terminate employment within thirty (30) days of their return to work.

### **ARTICLE 10.04**

In the event a regular employee is requested to work on his general holiday, he shall receive the rate of pay as stipulated in this Agreement, in addition to the rate as prescribed for the general holiday.

### **ARTICLE 10.05**

A. When a general holiday falls on a regular employee's regular day off, then such employee will be granted a day off in lieu of such general holiday on either the last working day preceding or the first working day following such general holiday.

The Company will designate the day to be granted as the day off in lieu and such day will be without pay.

B. In the event a general holiday falls during an employee's vacation, the employee will be allowed a day off without pay in lieu of such general holiday either immediately preceding or immediately following his vacation period. Such day off without pay in lieu of a general holiday will be designated by the employee on the final vacation schedule.

General holidays that fall within vacation periods that are not designated on the final vacation schedule, the day in lieu of such general holiday will be designated by the Company at the time the vacations are booked and approved.

## **ARTICLE 11**

### **COVERS ALL EMPLOYERS ENGAGED IN OVER-THE-ROAD OPERATIONS – SINGLE AND SLEEPER-CAB – 100 MILES OUTBOUND**

#### **ARTICLE 11.01**

A. All employees engaged in over-the-road operations, single and sleeper-cab, shall be subject to all the terms and conditions provided by this Agreement save as herein expressly provided.

B. Local warehouse work and city pick up and delivery service are not subject to the terms and conditions of this Article, but are subject to pick up and delivery appendix hereunto annexed and forming part of this Agreement.

C. In respect to employees making pick up and/or deliveries at terminals, engaged in over-the-road operations, including operators of lease equipment and contract haulers shall not be asked to load or unload freight or change tires or perform any other duties at a place where the Company maintains a terminal or when drivers in that terminal are laid off. Drivers may however, be permitted to load or unload freight where such loading or unloading is made outside the normal hours when the terminal employees are not in the terminal.

D. Job applicants for the position of Line-Driver hired from sources outside the Company on trial trips and/or instructional trips and employees of the Company that have completed the training program for the position of Line-Driver as agreed between the Company and the Union Local and who have been recommended for that position will be paid for the final instructional trips at a rate of five cents (5¢) per mile less than the single man rates as specified in this Agreement on trips when he performs the function of trainer or instructor under this Article to be made on solo trips only.

#### **ARTICLE 11.02**

A. Employees shall be given at least two (2) hours' notice when ordered to report for duty at both the home terminal and at the end of the run where he has been effectively released from duty by the Company.

B. When an employee has been called for duty and has begun his trip or tour, he shall be guaranteed a minimum of ten (10) hours work and/or pay at the hourly work time rate for the trip or any portion thereof.

C. When an employee reports for work after being called and no work is available, he shall receive a minimum of ten (10) hours work and/or pay at the hourly work time rate for the trip or any portion thereof.

D. When an employee reports in accordance with an established reporting time and no work is provided, he will receive a minimum number of hours pay (five (5) hours) UNLESS he has been notified at least two (2) hours ahead of the regular reporting time that no work is available. Any employee who has an established reporting time and is unable to report for duty as required for any reason, will advise the Company representative at least two (2) hours ahead of his reporting time.

#### **ARTICLE 11.03**

A. The Company will notify all drivers between the hours of 1700 and 1900, who are off duty at their home terminal and endeavour to advise them if they are to report for duty between the hours of 1900 and 0700. If the driver will not be at his normal residence, he will notify the duty dispatcher of an alternate contact number.

B. In the event a driver will not be available at his contact point after his rest period has expired, he will notify the dispatcher.

C. Drivers who are off duty at their home terminal before 1200 hours on a Saturday and who are to be called to work prior to 2400 hours Sunday, shall be notified on Saturday for a time of dispatch. It will be the driver's responsibility to contact the dispatcher by 1200 hours Saturday or prior thereto if he will not be available for call at his normal contact point at that time.

#### **ARTICLE 11.04**

Work time shall include, but not be limited to, loading, unloading repairs of equipment, chaining, unchaining, time spent on ferries or boats and when drivers are required to stay with equipment. When the driver performs the functions, fuelling at the Company pumps, hooking up, unhooking, switching or complete interchange of equipment, including the equipment check prior to a trip or tour or at intermediate points in a trip or tour when equipment is switched, and/or a complete interchange of equipment is made will be included as work time. Checking of equipment en route is included in the composite mileage rate as laid out in Article 11.09.

#### **ARTICLE 11.05**

Every employee covered under this Agreement when required to travel by any other mode of transportation than Company equipment, shall be paid in the following manner:

- A. All hours travelling on public transportation from the point deadhead commenced to the destination point designated by the Company, shall be paid for at his regular straight time hourly rate plus the subsistence allowance if applicable and the cost of such transportation.
- B. Each employee who is covered by this Agreement and who is required by the Company to ride on Company equipment in a deadhead manner, will be paid the regular straight time hourly rate for all hours spent in riding such equipment.
- C. The Company shall bear the moral obligation for the proper attention, care of and appropriate transportation home, if required, to an employee who is injured or becomes ill while away from his home terminal.

#### **ARTICLE 11.06**

A. For all time waiting to load or unload, waiting for equipment to be repaired, waiting for roads to be cleared and waiting at turn-around points on single man operation, where there are public facilities and conditions available (e.g. restaurants, coffee shops, motels, etc.) to make it safe and possible that the driver does not have to remain in the equipment, will be paid wait time with a maximum of eight (8) hours pay for waiting time in each twenty (20) hour period.

Wait time is clarified as follows: Wait time is not accumulative. For the purpose of determining wait time pay, each stop shall be considered a separate waiting period.

In no event shall wait time exceed eight (8) hours for each stop in any twenty (20) hour period. When a driver is held more than one (1) day, he shall receive pay for the first eight (8) hours of each twenty (20) hour period.

B. On linehaul, both single man and sleeper-cab drivers, there will be fifteen (15) minutes free work time at one switch point or one turn around point of the trip or tour of duty and fifteen (15) minutes free work time at the end of trip or tour of duty.

C. All time lost due to delays as a result of overloads or certification violations involving Federal, Provincial, City or State regulations, shall be paid for at regular applicable wait time rate in this Agreement. To the best of his ability, it shall be the duty of the employee to ascertain that he is not hauling an overload, and to ascertain that he has all the necessary and required licences,



certificates and permits before leaving the Company terminal, provided, however, that the Company shall arrange for all permits to be made available to its employees.

#### **ARTICLE 11.07**

A. In the event that drivers are required to layover during any one round trip or tour away from their home terminals, they shall be compensated for layover time as follows, it being understood that layover time shall not be accumulative, but shall mean only one layover on such round trip or tour, save and except in the case of accident or breakdown whereby the layover point may be extended to a point beyond the original designated layover point:

- (a) For the first twelve (12) hours of each layover - no pay.
- (b) For the next ten (10) hours rates as stipulated in this Agreement.
- (c) For the next ten (10) hours - no pay.
- (d) For the next ten (10) hours, rates as stipulated in this Agreement and continuing on the same basis for each twenty (20) hour period.

B. The layover point is to be designated on a driver's original orders prior to his dispatch from the home terminal, save and except in the case of accident or breakdown, whereby the layover point may be extended to a point beyond the original designated layover point.

C. When drivers arrive at a layover point and are to be placed on layover, they will be so advised on arrival or otherwise placed on wait time, save and except where the drivers have been previously instructed on their driver's orders.

If the driver team is released from duty and then required to return to work within four (4) hours, they shall be paid wait time for the hours booked off.

#### **ARTICLE 11.08**

A. Each driver will receive subsistence allowance according to the area rates as stipulated in this Agreement.

B. Sleeper-cab drivers shall receive the rate as outlined per day or any portion thereof after eight (8) hours.

C. Single man driver excluding a driver on turn-around, shall receive the rate as outlined per day or any portion thereof after ten (10) hours the first day and after eight (8) hours of each succeeding day.

#### **ARTICLE 11.09**

Driving of a tractor without a trailer shall be paid for on the same basis as driving tractor-trailer.

A. Mileage rates are laid out by areas and will be paid for as such and they are composite mileage rates to compensate for duties performed in normal operations which include driving, checking equipment en route and reports.

B. The official Provincial, Territorial and/or State mileage will be used as a guide to determine the number of miles driven. The authority to determine the number of miles driven shall be the Department of Highways of the various Provinces, Territories and/or States.

#### **ARTICLE 11.10**

A. All trips shall be paid for at the mileage rate for miles driven except that the hourly rate shall apply in the event that the amount earned under the applicable mileage rate provides less than the hourly rate for the total driving time on a particular trip. The onus is upon the driver to question the rates of pay by marking his trip or tour pay claim accordingly.

If a sleeper team is used on a road that is restricted to a speed of thirty-five (35) miles per hour or less by conditions of a Government issued permit for oversize and/or overweight loads, the driver team shall receive one and one-half (1 1/2) times the domicile work time rate equally divided between the drivers for that portion of the tour which is so restricted. It shall be the responsibility of the drivers to claim such hourly rate by marking their pay claim accordingly.

B. Runs which include both highway miles and off-line bush miles, will be paid for in the following manner:

Mileage rates for main highway miles and hourly rates for bush miles.

C. All drivers and operators of equipment shall be dispatched according to agreed upon and posted local dispatch rules. Failure to agree on such dispatch rules, such rules then shall be referred to the grievance procedure.

D. Time lost when a driver is available but not dispatched in proper order under agreed upon local dispatching rules between the Company and the Union shall be paid at the hourly rate from the time he should have been dispatched until actual time of departure on a trip and/or tour, with a maximum of ten (10) hours at the applicable work time rate for the initial twenty-four (24) hours and continuing on the basis of the first ten (10) hours in each twenty-four (24) hour period thereafter at the applicable wait time rate.

In no event shall the penalty pay provided herein exceed the amount of earnings the employee would have received for that trip or tour for which he is claiming run-around.

#### **ARTICLE 11.11**

A. For definition purposes, the word "trip" will be used when referring to single man operation. A single man trip is considered from point of dispatch to point of rest, layover or book-off.

B. The regular hours of work for employees engaged in single man operations shall be ten (10) hours per trip, sixty (60) hours per week in any seven (7) day period, it being understood that there will be no pyramiding of overtime. The Company shall pay for all time driving and working in excess of the regular hours at the overtime rate as specified hereafter, and shall continue at the overtime rate until a minimum rest period of four (4) hours is provided. This rate does not apply to the layover and wait time but is calculated on the miles driven plus the domicile work time rate per hour.

C. No single man driver shall be called for dispatch until he has been off duty eight (8) hours excluding call time after completing a trip at the home terminal. No single man driver who has been put to rest or layover shall be called for dispatch or duty until he has been off duty for four (4) hours at a point away from the home terminal. However, at points away from the home terminal the driver shall be entitled to, if he so requires, up to eight (8) hours of uninterrupted rest.

Drivers held and or waiting at a point other than the home terminal in excess of the maximum rest period, will be paid wait time for hours in excess of the full rest period.

#### **ARTICLE 11.12**

A. For definition purposes, the word "tour" will be used when referring to sleepercab operation.

B. Sleeper-cab operation shall be performed by two (2) drivers. The Company shall designate the home terminal of each driver team and designate the routes to be travelled on each tour from home terminal to destination and return to home terminal and each driver shall be paid for driving one-half (1/2) the mileage the vehicle travelled in making the tour.

C. Once driver teams are established, it is understood that they are not to be separated unless mutually agreed to by the Company, the Union and the driver teams involved, except in the case of emergency or reduction in forces or temporary training.

D. Only two (2) men shall be permitted in sleeper-cab equipment at any time except in case of emergency, or where new type equipment is put into operation. In no event shall a driver supervisor or other authorized personnel be in the cab in addition to the two (2) drivers for more than three hundred (300) miles.

E. No driver under this Agreement shall be placed on layover if routed on any tour with outbound mileage under five hundred (500) miles.

F. The Company may use a sleeper-cab driver or team to effect a single man operation but will not do this when it adversely affects the single man or when it creates excessive layover time for sleeper-cab drivers.

G. Except in cases of emergency, sleeper-cab drivers shall be entitled to have a minimum of four (4) hours off duty excluding call time after completion of their tour.

H. No sleeper-cab driver shall be allowed to take a single man trip of more than four (4) hours until he has had eight (8) hours rest since he was last on duty. Rest time does not include time in the sleeper-cab bunk.

I. Drivers on tours in excess of four thousand (4,000) miles shall be given a four (4) hour call by the Company when ordered to report for duty except in Extreme emergent circumstances, but in any event not less than two (2) hours at both the home terminals and at the end of the run where he has been effectively released from duty by the Company. At the completion of a tour away from the home terminal, drivers shall be given eight (8) hours off duty except in the case of extreme emergency circumstances, but in any event, no less than four (4) hours off duty.

### **ARTICLE 11.13**

A. When a branch is closed or partially closed and the work of the branch is transferred to another branch in whole or in part, all employees at the closed or partially closed down branch, shall have the right to transfer at the Company's expense to the branch into which the work was transferred.

Payment is conditional upon completion of ninety (90) calendar days of continuous service at the new location. Fifty percent (50%) of the expense will be paid upon completion of transfer and the balance upon completion of ninety (90) calendar days service with the Company from the date the move is completed.

"Branch" as referred to above, will be as described under the Seniority section of this Agreement, Article 5.04.

B. Such employees will be dove-tailed into the seniority lists as of the dates they first become employees in their classification.

C. Whenever a man is transferred at the request of the Company, his reasonable moving expenses shall be borne by the Company.

D. For the purpose of this Article, "expense" is defined to mean the cost of moving normal household goods and chattels up to a maximum of one thousand (1,000) cubic feet.

E. When the Company contributes to the cost of moving, it shall be entitled to select the mover.

## **ARTICLE 12 OTHER UNION CONTROVERSY**

### **ARTICLE 12.01**

A. The Union agrees, that in the event the Company becomes involved in a controversy with any other union, the Union will do all in its power to help effect a fair settlement, and the Union will not participate in any sympathetic cessation of work or slow down program while the controversy is being settled or drive trucks that have come from behind a picket line.

B. It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his duties, to refuse to cross a legal picket line recognized by the Union.

The Union shall notify the Company as soon as possible of the existence of such recognized legal picket line.

C. During the life of this Agreement, there shall be no lockout by the Company or any strike, sit-down, slow-down or work stoppage or suspension of work either complete or partial for any reason by the Union.

D. If a dispute arises as a result of the employees of the Company handling or transporting any commodities for a company or business that is being legally picketed by a local Union of the Teamsters, the Company and the Union shall immediately meet with the objective of arriving at a mutually satisfactory solution.

**ARTICLE 13  
VALIDITY OF ARTICLES**

**ARTICLE 13.01**

A. If any Articles of this Agreement or if any supplement 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 should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplement thereto, or the application of such Article to persons or circumstances other than those as to which it has been invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B. The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions in effect prior to certification by the Union and/or the time of the Company and the Union signing the first collective agreement covering that Company and/or scope of operations, shall be maintained at not less than the highest standards in effect at the time of signing of that agreement.

**ARTICLE 14  
GRIEVANCE PROCEDURE**

**ARTICLE 14.01**

All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

**Step 1:** Any grievance of an employee shall first be taken up between such employee and the Company supervisor. However, such employee will be entitled to be accompanied by a shop steward or Union representative.

Time limit to institute Grievance:

Termination or layoff - Ten (10) days. All others Thirty (30) days.

**Step 2:** Failing settlement under Step 1, such grievance shall be taken up between the Company supervisor and a shop steward or local Union representative. Step 2 must be completed within ten (10) calendar days from the completion of Step 1.

**Step 3:** Failing settlement under Step 2, the grievance shall be taken up in the presentation to a grievance board, hereinafter referred to as "the Board", consisting of two (2) Union Representatives selected by the Union and two (2) Company representatives appointed in writing by an officer of the Company.

All members of the Board shall have been duly appointed and so authorized, and any settlement arrived at by the Board on a specific grievance shall be final and binding.

Except by written mutual agreement between the Union and the Company providing for an extension of time, Step 3 must be completed within ten (10) calendar days from the completion of Step 2.

In all such grievance procedures, the Union representative shall act in the capacity of Chairman of the meetings and the Company representative shall act in the capacity of Recording Secretary.

All copies of all minutes shall be signed and dated by both the Union and the Company.

**Step 4:** Failing settlement under the above Steps, the matter will be referred to an agreed upon neutral person to act as an arbitrator who will meet with the parties to hear both sides of the case. Failing to agree upon a neutral person, the Department of Labour will be requested to appoint a neutral arbitrator.

The Arbitrator shall be required to hand down his decision within fourteen (14) calendar days following completion of the hearing and his decision shall be final and binding on the two parties to the dispute.

The cost of the Arbitrator will be borne equally by the Union and the Company. All monetary settlements shall be paid through the local Union's office in the employee's name.

## ARTICLE 15

### 15.01

- A. The Company and the Union have agreed to replace their Letters of Understanding with the following.
- B. Provisions of the Collective Agreement are deemed to confirm with the provisions herein and, where inconsistent, that part of the Collective Agreement provision shall be deemed to be deleted and the balance of the Collective Agreement provision shall continue in full force and effect.
- C. Delete Article 2.04(F) and establish company ratio of company units to owner/operator units ("O/O") in unit 1 defined in paragraph D below at the ratio of eight (8) company units to five (5) O/O units in Local 31 and five (5) company units to five (5) O/O units in Local 213.
- D. Amend Article 5, Seniority, by establishing the following units for seniority purposes under the collective agreement:
  - (a) Unit 1A: Line-haul O/Os hauling regular freight Unit 1B: City O/Os hauling regular freight;
  - (b) Unit 2A: Line-haul Company employees hauling regular freight Unit 2B: City Company employees hauling regular freight;
  - (c) Unit 3: Shop maintenance Company employees;
  - (d) Unit 4A: Line haul O/Os hauling contract freight Unit 4B: City O/Os hauling contract freight;
  - (e) Unit 5A: Line haul company employees hauling contract freight Unit 5B: City company employees hauling contract freight.
- E. Each terminal to have a separate seniority list.

F. It is agreed that W. Campbell, City Pickup and Delivery O/O in the Company’s Kamloops terminal and J. Visscher, City Pickup and Delivery O/O in the Company’s Victoria terminal are “red-circled”. Should either W. Campbell or J. Visscher leave the employment of the Company he/they will be replaced by Company-owned and operated units, if the unit is required by the Company. The Company may use two dependent contractors on Vancouver Island, one north and one north-west of Nanaimo. Should either leave the employment of the Company, he/they may be replaced with another O/O if required by the Company.

G. It is understood and agreed that Company’s drivers and O/O’s on Vancouver Island shall be paid by the applicable hourly rate set out in paragraph J for equipment requested by the Company.

H. The Company agrees, that in Units 1 and 2, replacement of or addition of over the road equipment for any reason will be guided by the principle that a company unit will be replaced by a company unit and an owner operator unit by an owner/operator unit, or at the Company’s option, a company unit.

I. There shall be no job bumping privileges, or exercise of seniority to bid on job vacancy postings between units, except between owner operators in Units 1 and 4 for job bumping purposes only in the reduction of power units. Company seniority may be carried for transfer between Company employee positions only, and only for calculation of benefits.

- J. (i) For O/O’s in unit 4, the provisions of Articles 2.04(g) and 11.01(c) will not apply;
- (ii) For O/O’s in unit 4, in British Columbia, effective April 1, 1990, O/O’s paid on a mileage basis, work wait time shall be paid at the applicable mileage hourly after one free work wait hour;
- (iii) In the U.S. operations, effective:

	01-Jan 2018	01-Jan 2019	01-Jan 2020	01-Jan 2021	01-Jan 2022	01-Jan 2023	01-Jan 2024
Mileage rate (CDN \$)	1.45	1.47	1.49	1.51	1.53	1.55	1.57

(iv) U.S. Trip Rates

Everett	400.00	423.00	431.16	439.48	447.97	456.63	465.46
Kent/Seattle	510.00	535.20	545.60	556.22	567.04	578.08	589.34
Auburn/Sumner	535.00	560.70	571.61	582.75	594.10	605.68	617.50

Trip rates may be opened for discussion January 1, 2000. Extra pick-ups and deliveries to be paid by the hour;

- (iv) Layover: Upon completion of twenty-four (24) hours of layover, the Company will pay to the owner operator \$5.00 per hour for each hour until he is loaded for his return trip (California);
- (v) When owner operators are charged U.S. fuel tax, the Company will give the owner operator an explanation of deductions made. Company to eliminate U.S. filing fees.

K. Company agrees to pay owner operators via direct deposit four (4) months after ratification of the contract.

L. The Company will pay an owner-operator’s Transponder (DTOPS) and the Heavy Duty Vehicle tax provided the owner-operator works U.S. 200 trips/year. The Company will reimburse the owner-operator for this cost at the end of the year as long as this requirement is met.

**15.02 OWNER/OPERATOR - ALBERTA MILEAGE RATES**

WHEREAS the parties have met for the purpose of collective bargaining to revise and conclude a new collective agreement;

NOW THEREFORE the parties hereby agree as follows:

1. All B.C. - Alberta movements, which does not include B.C. intra-provincial freight, shall be paid at the following mileage rates.

ALBERTA MILEAGE RATES	01-Jan 2018	01-Jan 2019	01-Jan 2020	01-Jan 2021	01-Jan 2022	01-Jan 2023	01-Jan 2024
(a) To From BC - Alberta - 5 axle	1.45	1.47	1.49	1.51	1.53	1.55	1.57
(b) To From BC - Alberta -6 axle or above	1.50	1.52	1.54	1.56	1.58	1.60	1.62

(c) To/From B.C. - Alberta - O/O will be paid \$0.05 per extra axle; and \$0.05 per mile for all miles (Kootenays).

All Alberta switches to be paid at B.C. mileage rate.

2. The Company will pay health and welfare contributions for Owner/Operators. Applicable provisions of Appendix “C” with respect to Owner/Operators shall apply to Alberta trips.

3. All mileage shall be calculated on a round trip basis using the Rand McNally formula to determine total mileage, subject to review, at the request of either party, of mileage if the Rand



McNally formula proves to be inaccurate or inequitable. In the event of route closures or necessary detours, Owner/Operators shall be paid straight mileage for that portion of the necessary detour provided prior approval has been received from his supervisor.

4. There shall be one free pick up and one free delivery at the commencement and conclusion of truck load shipments originating or destined to Alberta of 20,000 lbs., or the cubic equivalent, or greater. Work/wait time exceeding 1.5 hours per pick up or delivery at shipper's dock, shall be paid at \$34.25 per hour, or part thereof effective January 1, 2005 \$34.50 per hour, or part thereof, effective January 1, 2006; \$35.00 per hour, or part thereof, effective January 1, 2007; \$35.25 per hour, or part thereof, effective January 1, 2008; and \$35.75 per hour, or part thereof, effective January 1, 2009.
5. All pick up and delivery in B.C. of less than truckload freight originating or destined to Alberta shall be performed pursuant to terms and conditions of the Collective Agreement and/or Letter of Understanding.
6. Owner/Operators, currently employed by the Company, may, at their option, bid for an Alberta run when a run becomes available.
7. The Company agrees to recognize Teamsters Local 362 when volumes and revenues would allow the establishment of a profitable terminal in Alberta. Prior to the establishment of a terminal in Alberta, the Company shall meet with Teamsters Local 362 and conclude a Collective Agreement.
8. Unless amended herein, all other terms and conditions of the Company's Collective Agreement will apply.

On the basis of the foregoing, the Company intends to commit itself to a number of bids.

### **15.03 TRUCK LOAD DIVISION**

The conditions as laid out in this document will apply to the "Truck Load Division" only. The Company agrees that before taking any action to place Letter of Understanding No. 3 in operation, it will meet with the Unions to negotiate appropriate rates of pay and conditions of employment. Should the Company and the Unions be unable to reach agreement in this regard, any outstanding matters will be referred to Brian Foley for a binding decision.

Lease-operators employed under this division shall be entitled to bid on "general freight runs", as such bids become available.

1. Effective upon ratification, owner operators shall be paid 67% of revenue, with the following minimum mileage guarantees:
  - (a) For 5-axle, \$1.06 per mile effective January 1, 2000, \$1.07 per mile effective July 1, 2001, \$1.08 per mile effective July 1, 2002, \$1.09 per mile effective July 1, 2003, and \$1.10 per mile effective July 1, 2004.
  - (b) Tridem (6-axle): \$1.11 per mile effective January 1, 2000, \$1.12 per mile effective July 1, 2001, \$1.13 per mile effective July 1, 2002, \$1.14 per mile effective July 1, 2003, and \$1.15 per mile effective July 1, 2004.

(c)	Work/Wait time exceeding one (1) hour per pick-up or delivery at shipper's dock,						
	01-Jan	01-Jan	01-Jan	01-Jan	01-Jan	01-Jan	01-Jan
	2018	2019	2020	2021	2022	2023	2024
	\$34.55	\$34.95	\$35.45	\$35.95	\$36.45	\$36.95	\$37.45

2. The Truck Load Division shall be operated as a separate division from the less than truck load freight, with a separate seniority list.

3. Unless amended herein, all other terms and conditions of the Company's collective agreement will apply.

4. The Truck Load Division (rates contained herein) will not be used to bid on any existing Teamster accounts held by any other Teamster company.

5. The loads hauled by this division will be full loads only, with one (1) consignee or shipper either at trip start or end.

6. Anything less than full load shipments will be considered as general freight and hauled by the general freight divisions at the applicable rates under the collective agreement.

7. All new account information will be forwarded to Locals 31 and 213 for approval. Should a conflict arise, the Union would notify the Company within thirty (30) days from receipt of notice. At such time, the Company would discontinue to solicit said account for the Full Load Division.

8. On outbound trips of two thousand (2,000) miles or longer, a lease operator can, at his discretion, book into a motel at the Company's expense to a maximum of \$75.00.

9. (a) The Company agrees to meet with the Union within thirty (30) days of notification if problems within said division should arise.

(b) If problems arise that the principals of both parties cannot resolve within thirty (30) days, at such time either party can terminate Letter of Understanding on sixty (60) days' notice.

**15.04 U.S. TRUCKLOAD DIVISION ONLY**

1. The parties agree to the following conditions for company drivers:

	01-Jan	01-Jan	01-Jan	01-Jan	01-Jan	01-Jan	01-Jan
	2018	2019	2020	2021	2022	2023	2024
Mileage Rate	48.05	48.95	49.93	50.93	51.95	52.99	54.04

1. The rate stipulated is a composite mileage rate, which includes 1 hour loading and 1 hour unloading in the U.S. Additional loading or unloading hours in the U.S. will be paid per the agreement.
2. Additional pickups or deliveries as follows: Additional pickups or deliveries will be paid a flat rate of forty-five dollars (\$45.00) Canadian.
3. After the completion of 24 hours of layover, the company will pay the driver his hourly rate until he is loaded for his return trip up to ten (10) hours in a twenty-four (24) hour period.
4. A subsistence rate of \$15.00 U.S. per day.
5. The driver will begin and end his trip at a company terminal. If the driver is required to load or unload in Canada, he will be paid an hourly rate (per the agreement) from the nearest Company terminal.
6. For trips to Washington and Oregon, they will continue to be paid as per the collective agreement the way they are currently being paid now.

## **ARTICLE 16**

### **TERMINATION**

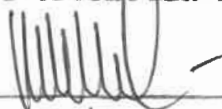
This Agreement shall be in full force and effect from the 1st day of January, 2019 until the 31st day of December, 2024 and shall remain in full force and effect from year to year thereafter PROVIDED THAT, either party may not less than ninety (90) days immediately preceding the 31st day of December, 2024, or immediately preceding any succeeding 31st day of December thereafter, by written notice to the other party:

- A. Require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement or a new collective agreement.
- B. Terminate the Agreement on the next succeeding anniversary date thereof, and require the other party to commence collective bargaining with the view aforesaid.
- C. Terminate the Agreement on the next succeeding anniversary date thereof
- D. All Letters of Understanding signed by the Parties shall be deemed to be renewed upon the Parties concluding a renewal or revision of the Agreement or a new Collective Agreement, unless the Parties agree to terminate a Letter of Understanding(s).

Should either party give written notice to the other party pursuant to subsection (A) hereof, this Agreement and all Letters of Understanding shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Company shall give notice of lockout, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

SIGNED this 15th day of January, 2019.

**VAN-KAM FREIGHTWAYS LTD.  
SEABOARD CARTAGE (1955) CO. LTD.  
WINGS MOTOR CARTAGE LTD.  
SALT SPRING FREIGHT SERVICE LTD.**

Per:  \_\_\_\_\_

Per: \_\_\_\_\_

**TEAMSTERS LOCAL UNION NO. 31**

Per: Stan Mennerly Per: \_\_\_\_\_

Per: Tom W. Brown Per: Anthony

**TEAMSTERS LOCAL UNION NO. 213**

Per:  \_\_\_\_\_

Per: \_\_\_\_\_

**APPENDIX "A"**

**COVERS RATES OF PAY FOR ALL SINGLE MAN AND SLEEPER-CAB DRIVERS**

**Mileage Rates (Cents per Mile)for Van Kam Company  
Line Drivers**

A.	Sleeper Teams	Jan 1	Jan 1	Jan 1	Jan 1	Jan 1	Jan 1	Jan 1
		2018	2019	2020	2021	2022	2023	2024
		64.88	65.78	67.78	69.78	71.78	73.78	75.78
	West of Alberta Highway #2 and other areas of British Columbia							
B	Single Man Operation	57.95	58.85	60.03	61.23	62.45	63.70	64.98
	Mileage rates							

For the duration of this Agreement, all single man and sleeper-cab drivers will be paid on the mileage rates shown and pay will be based on miles driven.

C. When operating a combination unit with five (5) axles, drivers will be paid half a cent (1/2) per mile over and above the foregoing mileage rates. For definition purposes, a combination unit shall comprise a tractor and two (2) or more trailers or a truck with pup but excluding dromedary unit.

When operating a combination unit with six (6) axles, drivers will be paid a further half cent (1/2) if the scaled G.V.W. is over 80,000 lbs. and when operating a unit with seven (7) axles or more, the driver will be paid an additional one (1) cent for the seventh (7th) and each axle in excess of seven (7).

D. Rocky Mountain Doubles and Turnpikes Mileage Rates

It is agreed that these rates are retroactive to January 1, 2015 between the parties. It is also agreed that should the Company intend to use Lease Operators to pull Rocky Mountain Doubles and/or Turnpikes, in the future, that the Company will discuss mileage rates with the Union prior to implementing this practice.

Rocky            5 cents per mile

Turn Pike       8 cents per mile

**Section 2**

**Line Drivers Work Time, Wait Time, Layover Time**

	1-1-18	1-1-19	1-1-20	1-1-21	1-1-22	1-1-23	1-1-24
Full Rated Employees	25.29	25.69	26.20	26.72	27.25	27.80	28.36

**Section 3**

Subsistence (per Day) - \$15.00

**A. Sleeper Teams**

1. All areas: \$15.00 first 18 hours then 70¢ per hour
2. Sleeper teams when required and authorized to purchase hotel or motel accommodations at points where the Company does not maintain a Terminal, will be reimbursed for the reasonable cost of such rooms upon presentation of a receipt to the Company.

At Terminal points where Sleeper Teams are placed on layover or are required to wait for schedules that require them to have sleeping accommodation, the Company reserves the right to designate hotel or motel accommodations and will provide transportation to and from such accommodation. Cost of such accommodation will be borne by the Company.

**B. Single Man Operations**

3. All areas: \$15.00. Provided that a driver has specified on his time sheet the duration of a trip from the start time to its finish time, the Company will pay subsistence of fifteen dollars (\$15.00) for each twenty-four (24) hour period that the driver is away from his home terminal; furthermore, an additional subsistence will be paid for part days of twelve (12) hours but less than twenty-four (24) hours at seven dollars and fifty cents (\$7.50).
4. Single Man Drivers when required and authorized to purchase hotel or motel accommodations at points where the Company does not maintain a

Terminal, will be reimbursed for the reasonable cost of such rooms upon presentation of a receipt to the Company.

At Terminal points where Single Man Drivers are placed on layover or rest, the Company reserves the right to designate hotel or motel accommodations and will provide transportation to and from such accommodation. Costs of such accommodation will be borne by the Company.

5. Single Man Drivers domiciled in British Columbia on turn-around runs in excess of ten (10) hours will receive a meal allowance in the amount of seven (\$7.00) dollars.

**C. Non-Sleeper Company Drivers**

Layover: The Company to establish motel accommodations for non-sleeper company drivers where it has established runs.

## APPENDIX "B"

COVERS HOURS OF WORK, OVERTIME PROVISIONS AND RATES OF PAY FOR ALL SHORT LINE, CITY PICK-UP AND DELIVERY DRIVERS, DOCKMEN, MECHANICS AND MAINTENANCE SHOP EMPLOYEES IN BRITISH COLUMBIA

THE ABOVE EMPLOYEES WILL BE SUBJECT TO ALL THE TERMS AND CONDITIONS PROVIDED BY THIS AGREEMENT SAVE AS HEREIN EXPRESSLY PROVIDED. THIS ARTICLE SHALL COVER ALL EMPLOYEES OF THE COMPANY ENGAGED IN HAULING OF COMMODITIES UNDER ONE HUNDRED MILES FROM BASE OPERATIONS

### Section 1. HOURS OF WORK

#### (a) Regular Work Day - Week

1. Except as hereinafter provided, the regular work day shall consist of eight (8) consecutive hours of work between 0559 and 1800 not including the meal period. In the Lower Mainland and Vancouver Island the regular work week shall consist of five (5) consecutive eight (8) hour days in the period Monday to Sunday with two consecutive days off in the week.
2. Any regular employee who is called in to work on his regular work day shall be paid not less than eight (8) hours pay.
3. Any employee who is called in to work on his sixth (6th) or seventh (7th) shift or overtime day shall be guaranteed four (4) hours and if he works in excess of four (4) hours, he shall be guaranteed six (6) hours. For hours worked in excess of six (6) hours, he shall be paid for time worked.
4. In British Columbia, ten percent (10%) of the work force may have an irregular work week as per job posting. This is subject to a maximum of two start times per employee per week; applies to day shift only; it only applies to city pick-up and delivery drivers; and is subject to two consecutive days off.
5. When an employee exercises his seniority on a lay-off during the week which would require him to start work within the hour specified in Articles 8.19 and 8.20, he would receive and be entitled to the shift premium as specified in Article 8.15B. Any employee moved to a shift due to the job bumping process on lay-off which causes him to start work within the hours specified in Article 8.19 and 8.20, shall be entitled to receive such shift premium.

#### (b) Regular Employees Weekly Guarantee - 60%

1. Except as otherwise mutually agreed by the Parties hereto, the Company shall guarantee sixty percent (60%) of all its regular employees taken in



seniority order and to a minimum of one (1) in each unit, not less than forty (40) hours work and/or wages per week, exclusive of overtime.

2. For all employees other than the senior sixty percent, (60%), the flexible work week may be scheduled between Monday and Sunday, inclusive. All employees not assigned to a schedule whereby they are not guaranteed forty (40) hours wages and shall, where possible, be notified of the schedule to be worked on the last working day of the week preceding that to which the schedule refers.
3. All regular employees within each unit shall be assigned to a regular work week and except as hereinafter provided, the regular work week shall be five (5) consecutive work days with two (2) consecutive days off as follows:  
  
Monday through Friday - Saturday and Sunday off, or Tuesday through Saturday - Sunday and Monday off.
4. However, any employee by reason of his seniority placing him within the said sixty percent (60%) may elect to remain on a shift other than those in 2 hereof.
5. Upon being assigned, per the provisions of the above, save as where a job has been eliminated, an employee's scheduled work week shall not be altered until six (6) weeks have elapsed from the date of the assignment.
6. The senior most sixty percent (60%) in linehaul will be guaranteed equivalent to eighty (80) hours pay at the hourly rate in each pay period.

(c) **Non Guarantee Employee - 40%**

1. Flexible Work Week - Vancouver Based Employees Only.

For all employees other than the senior sixty percent, (60%), the flexible work week may be scheduled between Monday and Saturday inclusive with Sunday and one other day scheduled as days off provided however, that unless otherwise mutually agreed by the Parties hereto, that all employees not assigned to a scheduled Monday through Friday, shall be guaranteed forty (40) hours wages and shall, where possible, be notified of the schedule to be worked on the last working day of the week preceding that to which the schedule refers.

2. Employees not based in Vancouver that fall within the forty percent (40%) non-guarantee, will not be subject to the flexible work week proviso but shall be assigned to a regular work week of five (5) consecutive days with two (2) consecutive days off.
- (d) 1. The Company may designate any five (5) day work week, including Sunday, with any two (2) consecutive days off for regular employees engaged in delivering to the consignee trailer loads of perishables and any employee so designated shall be guaranteed forty (40) hours' wages.

2. Any hourly rated employee called in or called back and reports for duty as called in or called back, inconsistent with his regular shift shall be guaranteed a minimum of four (4) hours work and/or pay but after completion of the specific duty he was called for, may book off of his own volition, with a minimum of two (2) hours' pay, at overtime rates.
3. To qualify for any of the benefits of guarantee in work days, or work weeks or work hours, the employee will perform work, within the seniority unit, in work other than his normal job or classification in the event his services are not required in his normal or regular job classification.

(e) **Part-Time Employees**

1. Part-time employees shall be interpreted as those persons employed to supplement the regular work force to provide additional help on an incidental basis.
2. When a part-time employee is called and reports for duty on any day, Monday through Friday, he shall be guaranteed a minimum of four (4) hours and if he works in excess of four (4) hours he shall be guaranteed six (6) hours, and if he works in excess of six (6) hours, he shall be guaranteed eight (8) hours.
3. A part-time employee who is called in and commences work between the hours of 1400 and 0600 shall be guaranteed eight (8) hours' pay, plus the shift premium of \$1.50 for all hours worked, save and except:

(f) **To better expedite outbound schedules.**

1. Those linehaul companies operating over-the-road, overnight general freight schedules within the province may, if no regular employees are laid off, use part-time employees on a four (4) hour guarantee and a maximum of a four (4) hour shift provided.
2. The use of such four (4) hour part-timers is restricted to Mondays through Fridays of the week and the four (4) hour maximum shift is commenced and completed between the hours of 1630 and 2130 of the day.
3. The ratio does not exceed one (1) four (4) hour part-time employee to every five (5) eight (8) hour guarantee employees in that unit working during the hours of 1630 and 2130 hours.
4. He shall be guaranteed hours as provided in (f)(1) plus the shift premium of \$1.50 for all hours worked.

- (g) Where established, the Company shall first call the Union Hiring Hall to supply the required part-time help. In the event employees cannot be supplied through the Union Hiring Hall or in areas where there is no Hiring Hall, the Company may call part-time employees in this order:

1. In seniority order from the Company's posted part-time employee roster which shall not exceed six (6) part-time employees.
  2. Students if available.
  3. Other sources who shall not have full-time employment elsewhere.
  4. In the event that person not a member of the Union is taken into employment by the Company under the circumstances aforementioned in this Article, the Company shall be responsible to have said employee sign an authorization slip authorizing the employer to deduct from the employee's wages a service fee equivalent to one (1) month's dues from his pay cheque which must be forwarded to the Union monthly. Such person shall be instructed by the Company to make application to join the Union, and if approved by the Union, shall join the Union within three (3) days of his hiring, and shall be added to the check-off list forthwith. In the event the person is not approved, such person shall be replaced forthwith.
- (h) Any employee quitting or booking off of his own volition, or otherwise failing to complete his shift will only be paid an hourly pro rata of the shift differential for those hours actually worked on that portion of a shift.
- (i) When employees are required, only Union members having the necessary qualifications and confirmation from the Union shall be hired. When qualified Union members are not available, then the employer may obtain qualified employees elsewhere.
- Employees hired elsewhere shall have three (3) days in which to become a member of the Union, or to be replaced by a Union member when available.
- (j) When additional employees are required within an area which is not serviced by a permanently established and operating Union Hiring Hall, the Company will extend preferential hiring consideration to Teamster Union members who meet the Company's qualifications, requirements and who apply for employment.
- (k) Excluding regular part-time employees on a part-time roster, part-time employees will be paid not less often than once a week with not more than a one (1) day hold back and cheques will be mailed to the employee's last known address on request.
- However, any part-time employee may, by written request to the Company with a copy of such request to the Union, be paid every second week on regular pay days.
- (l) Upon completion of thirty (30) calendar days and one hundred (100) hours within any thirty (30) calendar days, having met both requirements, a part-time employee shall become a regular employee and shall be entitled to all rights and privileges of this agreement and his seniority shall be calculated from the first day of that thirty (30) calendar day period, at the end of that thirty (30) calendar day period the job then will become permanent and shall be posted as an opening in accordance with the Collective Agreement.

- (m) For the purpose of interpretation, as applicable to all hourly rated employees, there must be a rest period of not less than eight (8) hours between shifts, to be considered as a shift break. However, no employee shall work more than one (1) shift per work day, 0001 - 2400 hours.

## **Section 2. OVERTIME PROVISIONS**

The Company shall pay overtime rates of wages to every employee entitled thereto as follows:

- (a) All time worked over and above eight (8) hours per day on any shift shall be deemed overtime until a break of eight (8) hours occurs.
- (b) For the first two (2) hours of overtime on any regular day, one and one-half (1 1/2) times his regular rate of wages and for all time worked thereafter, the employee shall be paid double his regular rate of wages.
- (c) With the exception of those employed per Section (2)(d), the following shall apply:
  1. For all hours worked on a Sunday, sixth (6th) or seventh (7th) shift, or general holiday, an employee shall be paid double his regular rate of wages.
  2. For all employees assigned to a Monday to Friday work week, Saturday and Sunday shall be the sixth (6th) and seventh (7th) shifts.
  3. Where an employee works on his regularly assigned rest day or days, he shall be paid in accordance with (1) above.
- (d) For the purpose of this Section, the work week shall be from 0001 hours Monday to 2400 hours Sunday.

With respect to general holidays, the foregoing overtime provisions are in addition to eight (8) hours wages for hourly rated employees, and ten (10) hours for line drivers which shall be paid in any event.

- (e) Overtime shall be allocated whenever possible to capable senior employees in a voluntary manner as provided in Article No. 5.09.
- (f) Except in case of emergency or where it is unavoidable, no employee shall work weekly overtime (6th or 7th shift) until all regular employees in their unit have worked the full quota of regular hours, provided, there are capable and qualified regular employees amongst those who have not worked their full quota of regular hours. Provided the foregoing has been complied with, seniority will prevail in classifications for the allocation of overtime.

## COMPANY EMPLOYEES – CURRENT

### Appendix B

**Section 3 Rates of Pay Van Kam Employees hired prior to January 1, 2019**

**Section 4. City Pick-Up and Delivery Drivers and Dockmen**

		01-Jan 2018	01-Jan 2019	01-Jan 2020	01-Jan 2021	01-Jan 2022	01-Jan 2023	01-Jan 2024
1	Dockmen	\$25.19	\$25.59	\$26.10	\$26.62	\$27.15	\$27.70	\$28.26
2	City Pick-Up and Delivery Drivers – Straight Truck	\$25.19	\$25.59	\$26.10	\$26.62	\$27.15	\$27.70	\$28.26
3	City Pick-Up and Delivery Drivers – Semi-Trailer	\$25.29	\$25.69	\$26.20	\$26.72	\$27.25	\$27.80	\$28.36

Rate of pay for Leadman (Chargehand) shall be fifty cents (50¢) per hour over and above the classification of employees for which he is Leadman (Chargehand).

<b>COMPANY EMPLOYEES – New Hires January 1, 2019</b>							
<b>Section 1. Rates of Pay for employees hired on or after January 1, 2019</b>							
		01-Jan 2019	01-Jan 2020	01-Jan 2021	01-Jan 2022	01-Jan 2023	01-Jan 2024
1	Dockmen	22.00	22.44	22.89	23.35	23.81	24.29
2	City Pick-Up and Delivery Drivers-Straight Truck	23.69	24.20	24.72	25.25	25.80	26.36
3	City Pick-Up and Delivery Drivers-Semi-Trailer	25.69	26.20	26.72	27.25	27.80	28.36
Rate of pay for Leadman (Chargehand) shall be fifty cents (\$0.50) per hour over and above the classification of employees for which he is Leadman (Chargehand). Shift differential of \$0.50 per hour paid on all shifts commencing between 13:50 and 05:59.							

**Section 5. Maintenance Shop Crews**

		01-Jan	01-Jan	01-Jan	01-Jan	01-Jan	01-Jan	01-Jan
		2018	2019	2020	2021	2022	2023	2024
1	Mechanics and Welders with Trade Card (or Licenses) and qualified Reefer/Refrigeration Tradesmen	\$30.05	\$30.45	\$31.06	\$31.68	\$32.31	\$32.96	\$33.62
2	Mechanics Without Trade Cards (or Licenses)	\$25.91	\$26.31	\$26.84	\$27.38	\$27.93	\$28.49	\$29.06
3	Tiremen, Greasers, Reefers/Refrigeration Servicement & Washers	\$25.19	\$25.59	\$26.10	\$26.62	\$27.15	\$27.69	\$28.24
4	Shop Helper	\$23.05	\$23.45	\$23.92	\$24.40	\$24.89	\$25.39	\$25.90

ALL maintenance shop employees shall receive a two dollar and twenty-five cents per hour tool allowance.

5. The Company agrees to provide a maximum of Eight Thousand (\$8,000.00) Dollars tool insurance per mechanic to cover loss of tools due to:
- (i) Fire on Company premises.
  - (ii) Theft resulting from break-in to the Company premises and/or mechanics tool box.

To be eligible, the mechanic must supply the Company with an inventory of his tools and their cost by June 1, 1976 and each January thereafter.

New employees must supply an inventory within thirty (30) days of commencement of employment.

- 1<sup>st</sup> year Apprentice - 60% of Rate for Mechanic with Trade Card.
- 2<sup>nd</sup> year Apprentice - 70% of Rate for Mechanic with Trade Card.
- 3<sup>rd</sup> year Apprentice - 80% of Rate for Mechanic with Trade Card.
- 4<sup>th</sup> year Apprentice - 90% of Rate for Mechanic with Trade Card.

Must attend and eventually graduate from an accredited vocational or apprenticeship program under Provincial (or Federal) Government jurisdiction in order to qualify as a Mechanic with a Trade Card.

The maximum number of apprentices to be employed in any one shop will be one (1) apprentice for every three (3) tradesmen.

6. Rate of pay for Leadman (Chargehand) shall be fifty cents (50¢) per hour over and above the classification of employees for which he is Leadman (Chargehand).
7. When at the request of the Company, a mechanic takes an upgrading course, the cost of this course will be paid in full by the Company.

### **Class 1 Training**

The Union and Company agree on a plan to train warehouse and Class 5 drivers to become Class 1 drivers. Eligible employees will have a minimum of one (1) year employment with the Company and be subject to Company and Union approval. The Company will fund the full amount of the training or subject to reasonable limits and Union will reimburse the Company for 50% of the amount up to a maximum of \$1,800 per employee (Local 31)/\$1,500 per employee (Local 213) upon receipt of certification. The employee agrees to reimburse the Company and Union on a pro-rated amount if he/she leaves the Company within one (1) year of completion.

**APPENDIX "C"**

**OWNER (LEASE) OPERATORS ("O/O")**

1. For all O/Os unless otherwise specified:
  - A. (i) The Company will indemnify owner operators for fuel increases over 50 cents (Cdn)/litre at point of purchase
  - (ii) Owner operators must achieve 5.5 miles/gallon in order to receive fuel subsidy.
- B. The following provisions shall apply to owner operators covered by the fuel indemnification provision:
  - i) Upon request from an owner operator, the Company will, within seven days of the request, meet with the owner operator and a Union representative and provide details to them of the previous month's fuel indemnification rebate calculations.
  - ii) Owner operators who do not achieve 5.5 miles/gallon shall receive three monthly warnings before the Company withholds the fuel indemnification monies.
  - iii) Should a significant number of owner operators not be able to achieve 5.5 miles/gallon due to technological changes made to equipment by manufacturers, the Company and the Union shall meet to discuss what modifications to make to existing arrangements to address this matter.
- C. The Company agrees that the deductible for trailer and cargo insurance for O/Os will be paid by the Company and the O/O will be responsible for the tractor deductible. The monthly deductible for licensing and insurance shall not exceed a pro rata amount of the current license and insurance (i.e. one-sixth for six months or one-half for one year);
- D. In the event the Company directs O/Os to use toll highways or bridges, the Company will pay the toll or bridge charges for the haul. The Company will pay telephone charges relating to Company business and administrative weigh charges incurred by the O/O;
- E. The Company will make every effort to establish consistent dispatch times for over the road drivers;
- F. The Company agrees that WCB premiums for O/Os will be deducted quarterly;
- G. The Company agrees to a mid-month draw for O/Os currently paid on a monthly basis provided the monies are due and owing;
- H. The Company agrees to pay Health and Welfare premiums for all O/Os;
- I. The Company will pay for Victoria double-parking permits;
- J. Subject to maintenance of status quo until July 1, 1999, O/Os are not to commence work prior to 8:30 a.m. unless recognized in the Collective Agreement/Letter of Understanding No. 1;
- K. For O/O's minimum mileage and hourly rates in British Columbia shall be:



For O/O's minimum mileage and hourly rates in British Columbia shall be:							
		01-Jan 2019	01-Jan 2020	01-Jan 2021	01-Jan 2022	01-Jan 2023	01-Jan 2024
	O/O P/D	40.00	40.50	41.00	41.50	42.00	42.50
	O/O S/A	41.50	42.00	42.50	43.00	43.50	44.00
	O/O T/A-5	47.10	47.60	48.10	48.60	49.10	49.60
	O/O T/A-6	48.10	48.60	49.10	49.60	50.10	50.60
	O/O L/D-5	1.49	1.51	1.53	1.55	1.57	1.59
	O/O L/D-6	1.54	1.56	1.58	1.60	1.62	1.64
P/D – Pickup and Delivery S/A – Single Axle Tractor T/A – Tandem Axle Tractor L/D – Line Driver							

**NOTE: Owner Operator, Jas Grewal will be grandfathered at his current rate of pay plus any incremental increases.**

2019	2020	2021	2022	2023	2024
\$43.10	\$43.60	\$44.10	\$44.60	\$45.10	\$45.60

**L. Owner Operator Replacement Driver**

Owner operators may, on a temporary basis, have a replacement driver for their vehicle. The maximum replacement under this Clause will be a 26 week period. The replacement driver will be placed at the bottom of the dispatch list for dispatch only. The replacement driver will not accrue seniority or a place on the seniority list. The replacement driver shall be paid in accordance with the Collective Agreement. Wages and benefits will be paid by the Company with set amounts deducted from the owner operator's revenue. Said replacement drivers shall be for illness or injury only. Owner operators shall also be permitted a holiday relief driver in accordance with his/her holiday entitlement. The foregoing is subject to approval of the Company's Safety Department.

GPS systems or any recording devices will be installed at the Company's expense, if requested by the Company or required by legislation, for owner operators, and the Company will install GPS systems for reasonable upgrades and will pay owner operators called out to install GPS or recording devices. Upon terminating the working relationship with the Company, the owner-operator must make his vehicle available for proper removal of electronic log equipment and wiring so that it is returned to the Company in working order. The Company will hold back two thousand five hundred dollars (\$2500.00) pending the return of the unit.

- M.** DEF Fluid – For Owner Operators with trucks using DEF fluid the Company will make an additional payment of half a cent per miles paid semi-annually when requested by the Owner Operator.

## APPENDIX "D"

### TEAMSTERS LOCAL 31 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) For the purposes of this Appendix "B", a regular employee or member of the Union hired pursuant to this Agreement, shall include a dependent contractor as defined in the appropriate section(s) of this Agreement.
- (f) 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 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 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
- (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 Employer will be fully responsible for providing such coverage, and that the cost of such coverage will be paid for by the Employer. 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.

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 (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 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.

APPENDIX "E"  
TEAMSTERS LOCAL UNION NO. 31  
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 - 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 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 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 unless otherwise addressed in the body of the collective agreement.

(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.

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 employee in accordance with the following:

Effective Date	Amount Per Hour (Emps. Before 1/1/19)	Amount Per Hour (New Hires after 1/1/19)
Jan. 1, 2015	\$2.80	
Jan. 1, 2016	\$2.80	
Jan. 1, 2017	\$2.90	
Jan. 1, 2018	\$3.00	
Jan. 1, 2019	\$3.10	\$1.30
Jan. 1, 2020	\$3.20	\$1.40
Jan. 1, 2021	\$3.30	\$1.50
Jan. 1, 2022	\$3.40	\$1.60
Jan. 1, 2023	\$3.50	\$1.70
Jan. 1, 2024	\$3.60	\$1.80

(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
- jury duty
- bereavement leave
- vacation pay
- statutory holiday pay
- special personal floating holiday pay

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, hereunder.

- (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 20th 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 or Disability Benefits under the Employment Insurance Act.

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

APPENDIX "F"

**TEAMSTERS LOCAL 213  
HEALTH AND WELFARE PLAN AND TRUST FUND**

**SECTION 1 – TRUST PLAN**

- (a) Effective March 1, 2015, the Company agrees to commence participation in the Teamsters Local 213 Health and Welfare Plan and Trust Fund (The Plan and Fund) for all Local Union 213 employees and owner-operators subject to the jurisdiction of this Agreement (hereinafter referred to as employees).
- (b) The Company agrees to make such monthly contributions to the Trust Fund for the benefits to be provided under the Plan to its employees as the Trustees of the Plan and Trust Fund shall establish from time to time.

**SECTION 2 – ELIGIBILITY**

- (a) The Company will commence making contributions to the Plan and Fund on the following basis:

From the effective date for all regular employees in the employ of the Company as of the effective date for participating in the "Standard" Plan.

AND

From the date of employment for all members whose date of employment is after the effective date, provided such member has completed the probationary period.

- (i) From the first (1<sup>st</sup>) day of the month next following or coincident with the date which is ninety (90) days after his date of employment;
- (ii) From the date of employment for any member of the Union who participated in the Plan within the thirty (30) days prior to his date of employment;
- (iii) For the first (1<sup>st</sup>) day of the month next following or coincident with the date which is thirty (30) days after his date of employment for any member of the Union hired as a replacement for a regular employee.

- (b) A recalled employee will have their benefits reinstated as of the first day of the month following their recall from layoff. A laid off employee will have their benefits continue only through that month in which they were laid off;
- (c) The Employer shall remit contributions for employees who are absent from work due to an illness or accident for up to fifty-two (52) weeks.
- (d) Part time employees shall not be covered under the provisions of the Health and Welfare Plan until the first (1<sup>st</sup>) day of the month following the date they become regular employees.

### **SECTION 3 – BENEFIT COVERAGES**

- (a) The benefits as described below shall be provided to regular employees in accordance with the terms and conditions of the Plan and Trust Fund Dry Fund – (Standard Plan)
- (b) Medical Services Plan of B.C.  
However, if any employee is otherwise covered for M.S.P., the employee may opt out of the M.S.P. coverage under this Agreement. If such other coverage ceases, then it shall be the employee's responsibility to notify the Employer and to request coverage which the Employer shall then provide immediately.
- (c) The amounts of coverage and details of each benefit are established by the Board of Trustees and outlined in a benefit booklet issued by the Plan from time to time.

### **SECTION 4 – REMITTANCES**

- (a) The Company shall remit the required contributions under this Appendix to the Administrator appointed by the Trustees of the Teamsters Local 213 Health and Welfare Plan along with enrolment and termination information by the fifteenth (15<sup>th</sup>) day of each month. Cheques are to be made payable to the Teamsters Local 213 Health and Welfare Plan.
- (b) The full cost of the Health and Welfare Plan contributions shall be borne one hundred percent (100%) by the Company.

### **SECTION 5 – RESPONSIBILITIES**

- (a) It shall be the responsibility of the Health and Welfare Plan to supply all necessary administration forms to the Company.
- (b) It will be the responsibility for the Company to ensure that all employees complete such forms as are required in the operation and administration of the Plan and for making the required contributions to the Trust Fund on their behalf. Failure of the Company to secure the necessary administration forms from employees forward completed forms and/or remit contributions on the due date to the Administrator as appointed by the Trustees, will cause the Company to be liable for any claims arising as a result of such failure.
- (c) It shall be the responsibility of the employee to cause such forms to be completed.
- (d) When an employee goes off work ill or on compensation or a grievance is invoked on his discharge, the Company shall continue to pay both his Health and Welfare premiums and Union Dues so that the employee shall be protected to the utmost, provided:
  - (i) The employee reimburses the Company for Union Dues contributions made on his behalf and is at no time more than five (5) months in arrears, and
  - (ii) The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two parties.

## APPENDIX "G"

### TEAMSTERS LOCAL UNION NO. 213 PENSION PLAN

#### A. City Drivers/Warehousemen/Mechanics

Effective January 1, 2018 the Company will contribute \$3.15 per hour paid over and above mileage contributions to the Teamsters Local Union No. 213 Pension Plan.

Effective January 1, 2019 the Company will contribute \$3.25 per hour paid over and above mileage contributions to the Teamsters Local Union No. 213 Pension Plan (\$1.30 per hour if hired after Jan. 1, 2019).

Effective January 1, 2020 the Company will contribute \$3.30 per hour paid over and above mileage contributions to the Teamsters Local Union No. 213 Pension Plan (\$1.40 per hour if hired after Jan. 1, 2019).

Effective January 1, 2021 the Company will contribute \$3.35 per hour paid over and above mileage contributions to the Teamsters Local Union No. 213 Pension Plan (\$1.50 per hour if hired after Jan. 1, 2019).

Effective January 1, 2022 the Company will contribute \$3.40 per hour paid over and above mileage contributions to the Teamsters Local Union No. 213 Pension Plan (\$1.60 per hour if hired after Jan. 1, 2019).

Effective January 1, 2023 the Company will contribute \$3.50 per hour paid over and above mileage contributions to the Teamsters Local Union No. 213 Pension Plan (\$1.70 per hour if hired after Jan. 1, 2019).

Effective January 1, 2024 the Company will contribute \$3.60 per hour paid over and above mileage contributions to the Teamsters Local Union No. 213 Pension Plan (\$1.80 per hour if hired after Jan. 1, 2019).

#### B. Line Drivers

Effective January 1, 2018 the Company will contribute \$0.065 per mile for each mile paid for, to the Teamsters Local Union No. 213 Pension Plan.

Effective January 1, 2019 the Company will contribute \$0.067 per mile for each mile paid for, to the Teamsters Local Union No. 213 Pension Plan (\$0.0325 per mile if hired after Jan. 1, 2019).

Effective January 1, 2020 Company will contribute \$0.0688 per mile for each mile paid for, to the Teamsters Local Union No. 213 Pension Plan (\$0.0341 per mile if hired after Jan. 1, 2019).

Effective January 1, 2021 the Company will contribute \$0.0709 per mile for each mile paid for, to the Teamsters Local Union No. 213 Pension Plan (\$0.0357 per mile if hired after Jan. 1, 2019).

Effective January 1, 2022 the Company will contribute \$0.0731 per mile for each mile paid for, to the Teamsters Local Union No. 213 Pension Plan (\$0.0372 per mile if hired after Jan. 1, 2019).

Effective January 1, 2023 the Company will contribute \$0.0765 per mile for each mile paid for, to the Teamsters Local Union No. 213 Pension Plan (\$0.0386 per mile if hired after Jan. 1, 2019).

Effective January 1, 2024 the Company will contribute \$0.0800 per mile for each mile paid for, to the Teamsters Local Union No. 213 Pension Plan (\$0.0400 per mile if hired after Jan. 1, 2019).

C. Contributions and remittances referred to in A and B shall be remitted monthly by the fifteenth (15th) day of the month following the month to which they refer, together with a form, supplied to the Company by the Union, which shall provide full instructions.

Timely payment of contributions to the Trust Funds provided for in this agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows:

D. The Union will advise the Company, in writing, of any delinquency.

E. If the Company has failed to respond within forty eight (48) hours of receipt of notification exclusive of Saturdays and Sundays and Holidays the Union may then request a meeting with the Company to provide for payment of funds.

F. In the case of failure of the Company to contribute into the funds on the due date the Trustees in their joint names may take legal action against the Company for recovery of the amount due.

## APPENDIX "H"

### NEW HIRE PROVISION

It is understood and agreed that, for the term of the current Collective Agreement, and notwithstanding any other provision in the Collective Agreement, casual and part-time employees shall be hired and paid pursuant to the new hire provisions in Appendix "H".

1. For all regular employees hired on or after January 1, 1990 and prior to January 1, 2015, the following new hire rates will apply:

- (a) For the first six (6) months of employment, each employee will be paid two dollars (\$2.00) less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.

The appropriate mileage rate as stipulated in the Collective Agreement shall be reduced by 0.0444 per mile.

- (b) For the second six (6) months of employment, each employee will be paid one dollar fifty cents (\$1.50) per hour less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.

The appropriate mileage rate as stipulated in the Collective Agreement shall be reduced by 0.0333 per mile.

- (c) For the third six (6) months of employment, each employee will be paid one dollar (\$1.00) per hour less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.

The appropriate mileage rate as stipulated in the Collective Agreement shall be reduced by 0.0222 per mile.

- (d) For the fourth six (6) months of employment, each employee will be paid fifty cents (\$0.50) per hour less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.

The appropriate mileage rate as stipulated in the Collective Agreement shall be reduced by 0.0111 per mile.

- (e) Upon completion of the second full year of employment, employees will receive the appropriate regular hourly and mileage rates as stipulated in the Collective Agreement.

2. For all regular employees hired on or after January 1, 2015, the following new hire rates will apply (Reduction from appropriate hourly or mileage rates.):

- (a) For the first year of employment, each employee will be paid three dollars (\$3.00) less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.

The appropriate mileage rate as stipulated in the Collective Agreement shall be reduced by 0.0666 per mile.

- (b) For the second year of employment, each employee will be paid two dollars twenty-five cents (\$2.25) per hour less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.

The appropriate mileage rate as stipulated in the Collective Agreement shall be reduced by 0.0500 per mile.

- (c) For the third year of employment, each employee will be paid one dollar fifty cents (\$1.50) per hour less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.

The appropriate mileage rate as stipulated in the Collective Agreement shall be reduced by 0.0333 per mile.

- (d) For the fourth year of employment, each employee will be paid seventy-five cents (\$0.75) per hour less than the appropriate regular hourly rate of pay as stipulated in the Collective Agreement.

The appropriate mileage rate as stipulated in the Collective Agreement shall be reduced by 0.0166 per mile.

- (e) Upon completion of the fourth full year of employment, employees will receive the appropriate regular hourly and mileage rates as stipulated in the Collective Agreement.

3. Shift Differential for Dock, Pickup and Delivery and Maintenance Shop Crews covered by this Appendix:

For all shifts commencing between the hours of 1350 and 0559, a Shift Differential over and above the job classification will be paid to those regular Dock and Maintenance Shop employees who work such shifts at:

Fifty cents (\$0.50) per hour

For workers hired prior to December 31, 2018, at such time as the employee is subject to the appropriate regular hourly rates of pay as provided in Appendix "A", the employee will then be subject to the \$1.50 per hour shift differential.

4. Banked Overtime for all Employees hired on or after January 1, 2019 can be accumulated to a maximum of one week.

5. Sick Leave Provision of Appendix "D" for employees hired after January 1, 1990 will apply as follows:

- (a) Employees will begin accumulation of sick leave on the start of the pay period coinciding with the date they receive the appropriate regular full rate of pay as provided in Appendix "A", i.e.: employees will begin accumulation of sick leave after two (2) years of employment.

- (b) Employees will accumulate sick days at the rate of one half (1/2) day per employed month to a maximum of six (6) days.

Except as provided in (a) and (b) above, all other conditions of Section 11 of Appendix "D" will apply.

6. Regular employees covered by this Appendix will not be entitled to Pension contributions until the 1st of the month following completion of nine (9) months employment.

7. The parties agree that company line haul drivers who are hired after today's date (ie., new hires) on turnaround runs of less than 599 total round trip miles using tractors without sleepers will not be entitled to subsistence (ie., \$7 meal receipt).

8. The drivers shall be paid the composite mileage rate as stipulated as per the Letter of Understanding, which rate includes hooking up and unhooking to the lead trailer(s).

Sick Leave/Personal Days (Covers all current and new hires in Locals 31 and 213)

- (c) All regular employees who have one (1) continuous year's service or more shall thereafter accumulate paid sick leave/personal days at the rate of one-half (1/2) days per employed month to a maximum of six (6) days. Employees may take no more than six (6) days per calendar year, up to two (2) of which can be personal days. Personal days shall be paid out at the rate of one (1) full day's pay (ten (10) hours linehaul; eight (8) hours city). Sick/Personal days can not be paid out upon termination of employment. The accumulation of said sick leave/personal days shall be based on the following provisions:
1. The employee shall begin accumulation of sick leave/personal days at the start of the pay period immediately following the date he completes one (1) year of continuous employment.
  2. The employee must be paid for not less than one hundred and twenty-eight (128) hours in a four (4) week period to be credited for a half (1/2) day in that month including vacation and general holidays.
  3. Employees absent from work due to leave of absence for any reason, or sickness and compensation, will not accumulate sick leave/personal days during this absence.
- (d) For any of the first three (3) successive days of sickness, paid sick leave shall be applied as follows:
1. One-half (1/2) day's pay for the first day of sickness provided that day is a regular work day.
  2. One (1) full day's pay for each of the second (2nd) and third (3rd) days of sickness provided those days are regular work days.
  3. (a) A day's pay for employees will be eight (8) hours pay at the regular hourly rate for his classification.  
(b) Linehaul drivers day's pay will be five (5) hours for the first day and then (10) hours for each of the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) days.
  4. It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the Company may prescribe.
- (e) Any proven abuse of the sick leave provisions will subject the employee to immediate dismissal without recourse to the Grievance Procedure.



- (f) Those employees hired before January 1, 1990 shall be red-circled. Upon application for pension benefits under the employee's applicable pension plan, all unused sick time to a maximum of thirty (30) days will be paid out.

## **APPENDIX "I"**

The Company agrees to contribute five cents (\$0.05) per hour for wages paid for members of the Teamsters Local No. 31 Union/Industry Advancement Fund and for members of the Teamsters Local Union No. 213 Union/Industry Advancement Fund (hereinafter the "31 and 213 Advancement Fund" respectively).

The 31 and 213 Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by Teamsters Local Union No. 31 and Teamsters Local Union No. 213.

The Employer shall make contributions of five cents (\$0.05) per hour for which wages are payable hereunder for each employee and dependent contractor covered by this Collective Agreement.

Payment of said funds shall be made to the 31 and 213 Advancement Fund on a quarterly basis.

This payment shall be independent and separate from any other payment made to Teamsters Local Union No. 31 and Teamsters Local Union No. 213. Payment shall commence on the 1st day of the month following ratification.

**APPENDIX "J"**  
**APPLIES TO TEAMSTERS LOCAL 31 AND 213 EMPLOYEES**

The parties agreed to the following terms as a settlement for arbitration scheduled for November 24, 2011:

The Company agrees that they will not use Salt Spring Freight Service Ltd. or any other third party company to deprive Van-Kam drivers and warehousemen of their hours of work or work conditions.

The Company further agrees that Van-Kam Freightways Ltd. will not use drivers (Van-Kam) to deprive warehousemen of their hours of work or work conditions.

The agreement however does not prevent drivers from past practice i.e. helping to load their equipment. Unless in period of layoffs, drivers can only be used on the dock or in the yard up to a maximum of two (2) hours per day.

All warehousemen to be brought back in seniority order.

The Unions (Local 31 and 213) recognizes the Company's right to use part-timers on the dock. However, the following restrictions will apply:

1. Part-timers to work only on established shifts.
2. Part-timers can be used on a regularly scheduled five (5) day work week.
3. Probation for part-timers shall be one hundred and twenty (120) hours and thirty (30) calendar days.
4. Should a part-time employee work in excess of one hundred and twenty (120) hours in a thirty (30) day calendar period, said part-timer will immediately be added to the fulltime seniority list.
5. Part-timers shall be paid \$19.00 per hour.
6. Part-timers shall receive Health and Welfare benefits (Local 31) and Standard Plan (Local 213).

**LETTER OF UNDERSTANDING  
NO. 1**

**BETWEEN:**

**VAN-KAM FREIGHTWAYS LTD.  
SEABOARD CARTAGE (1955) CO. LTD.  
WINGS MOTOR CARTAGE LTD.  
SALT SPRING FREIGHT SERVICE LTD.**

**(the "Company")**

**AND:**

**TEAMSTERS LOCAL UNION NO. 31 and  
TEAMSTERS LOCAL UNION NO. 213**

**(the "Unions")**

**Applies to all Salt Spring Freight Service Ltd. Employees and Owner Operators moving to  
Van Kam Freightways Ltd. on January 1, 2019**

The Company and the Union have agreed to move all employees included in the Collective Agreement of Salt Spring Freight Service Ltd. (Salt Spring) to be included in the collective agreement of Van-Kam Freightways Ltd., (Van Kam). This is effective January 1, 2019. This merger is to be accomplished by end-tailing Salt Spring to Van Kam on that date.

1. All Salt Spring members moving to Van Kam will have a new seniority date of January 1, 2019 in Van Kam.
2. All Salt Spring members moving to Van Kam will be moved in the seniority order as they had at Salt Spring
3. Salt Spring employees moving to Van Kam on January 1, 2019 will be subject to the New Hire Provisions (Appendix H) in the Van Kam collective agreement except for vacation, benefits, and pension as per the following paragraphs 4, 5, and 6.
4. All current Salt Spring City drivers and company linehaul drivers will not be paid any less than their current hourly rate/mileage rate. All city owner-operators and linehaul owner-operators will be paid as per the current Van-Kam Freightways collective agreement.
5. For Vacation purposes only, the Salt Spring employees will maintain their vacation accrual and entitlement when they move over to Van Kam.
6. Benefit coverage for employees and owner operators under the Salt Spring plan will continue uninterrupted and under the same plan terms with Van Kam. (Appendix D for Local 31, and Appendix F for Local 213)
7. Pension Contributions for employees under the Salt Spring collective agreement will continue uninterrupted at the time of the merger.

Owner Operators


1. Subject to ICBC enabling a transfer of ownership and insurance on their Equipment, Salt Spring owner operators will change to Van Kam on January 1, 2019. Should this transfer incur large additional costs the Union and Company agree to find a means to make the transfer at a different date so as to minimize problems for both the owner operators and the company.
2. Effective January 1, 2019 all Salt Spring Owner Operators will have a new seniority date of January 1, 2019 in Van Kam. They will come over to the applicable Van Kam Seniority list in the order that they currently occupy on the Salt Spring seniority list.
3. On January 1, 2019, all Salt Spring owner-operators will be subject to the existing terms and conditions contained within the Van-Kam Freightways collective agreement.


Signed at \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 2019.

**VAN-KAM FREIGHTWAYS LTD.**  
**SEABOARD CARTAGE (1955) LTD.**  
**WINGS MOTOR CARTAGE LTD.**  
**SALT SPRING FREIGHT SERVICE LTD.**


**TEAMSTERS LOCAL UNION NO. 31**

  
 \_\_\_\_\_  
 Per: (Authorized Signatory)

  
 \_\_\_\_\_  
 Per: (Authorized Signatory)

  
 \_\_\_\_\_  
 Per: (Authorized Signatory)

**TEAMSTERS LOCAL UNION NO. 213**

  
 \_\_\_\_\_  
 Per: (Authorized Signatory)