

COLLECTIVE AGREEMENT

BETWEEN

GILL'S ROADWAYS INC.

AND

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

(ON BEHALF OF LOCAL UNION 2009)

APRIL 1, 2022 - MARCH 31, 2025

Errors & Omissions Excepted
Vbh/cope-343

PREAMBLE

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

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

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

1.01 The Company recognizes the Union as the sole and exclusive bargaining agency for its employees, as described in the current Certification issued by the Labour Relations Board of British Columbia, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

1.02 Employees whose regular jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except for the purposes of instruction and experimentation or in emergencies when regular employees are not available.

It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit it shall be subject to the grievance procedure

If a grievance originates from this subsection, it will be instituted at Step #2 of the grievance procedure.

1.03 Bargaining Authority

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

1.04 Access to Operation

Union representatives shall obtain access to the Company's operation, which will be granted by the Company on request, and subject to such reasonable terms and conditions as may be required by the Company.

ARTICLE 2 - DEFINITION OF EMPLOYEE

- 2.01 The term "employee" as used in and for the purpose of this Agreement shall include those employees and dependent contractors at and from the Company at **21989 56th Avenue Langley B.C.** and from the Company's present or relocated premises for which the Union is certified, except those employees except confidential employees, office employees and those employees with the authority to hire or discharge or otherwise excluded by the Labour Relations Code of British Columbia.

ARTICLE 3 – MANAGEMENT

- 3.01 Management rights exercised by the Company, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Company. Provided, however, that this Article will not be used in a discriminatory manner against any employee or group of employees. The bargaining unit members recognize the Employer's right to manage and direct the work force, and to discipline or discharge employees for just and reasonable cause subject to the bargaining unit members' right to grieve such actions as provided in this agreement.

ARTICLE 4 - UNION SECURITY PROVISIONS

4.01 Membership

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

- (a) authorize the Company in writing to deduct union dues from their pay. The Union will provide a Check-off Authorization to the Company for this purpose, the .com/ portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at #202 — 9292 200th Street, Langley, B.C. V1M 3A6.
- (b) become members of the Union from their effective date of hire, and remain members of the Union in good standing.
- (c) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).

4.02 Check-Off: Process and Procedures

- (a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.

- (c) No later than fifteen (15) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer
P.O. Box 9083
Commerce Court Postal Station
Toronto, Ontario
M5L 1K1

- (d) The monthly remittance shall be accompanied by a completed USW RI 15 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, (e.g. workers' compensation, weekly indemnity, long term disability, laid off, etc.)

- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:

United Steelworkers, Local 2009
Attn: Financial Secretary @ 604-513-1851

- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 slip).
- (g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

4.03 Union Shop

- (a) It shall be a condition of employment that every employee must become and remain a member of the Union in good standing effective their date of employment.
- (b) Any employee who is a member in good standing or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.
- (c) Any employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days' written notice to the Company of the said employee's refusal to maintain his membership.

4.04 Non-Bargaining Unit Employees

Employees outside the bargaining unit will not perform work that is normally done by employees in the bargaining unit. However, nothing in this Agreement shall be construed as prohibiting supervisors from doing work for purposes of employee instruction and evaluation, and equipment assessment, provided in so doing a negative impact of bargaining unit employees does not result, or in the case of an emergency when regular employees are not available, provided that every reasonable effort is made to find a replacement.

4.05 Employer Deductions From Wages - Employee Benefit Plans

The Parties agree that the Company shall deduct from an employee's wages and shall remit to the appropriate employee benefit plan, the employee's contribution which is specified in any benefit plan agreed to be the parties to the Master Agreement.

ARTICLE 5 - HOURS OF WORK

5.01

The regular hours of work shall be an average of forty (40) hours per week with rate and one-half for any hours worked over forty (40) hours per week. Employees shall be paid rate and one half for Saturday and/or Sunday provided they have worked forty (40) hours during the immediately preceding five (5) working days.

ARTICLE 6 - STATUTORY HOLIDAYS

6.01 All employees covered by this Agreement will receive eight (8) hours pay at their regular straight time rates for each of the following Holidays (regardless of the day on which the holiday falls) in addition to any wages which they may be in receipt of for work performed on such holidays:

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 7. B.C. Day |
| 2. Family Day | 8. Labour Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Easter Monday | 10. Remembrance Day |
| 5. Victoria Day | 11. Christmas Day |
| 6. Canada Day | 12. Boxing Day |

**13. National Day
for Truth and
Reconciliation**

- 6.02 Any declared Provincial or Federal Statutory Holiday will be treated the same as the holidays listed in 6.01 above.
- 6.03 When Holidays fall on Saturday or Sunday they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.
- 6.04 Should any of the above holidays occur during an employee's vacation period, he will be given an extra day's vacation with pay for each holiday.
- 6.05 (a) In order to qualify for eight (8) hours pay for the above Holidays, the employee must have completed thirty (30) calendar days employment with the Company.
- (b) employee who qualifies for holiday pay in accordance with (a) above and is not required by the company to work on any of the above holidays shall be paid the equivalent of the wages they would have earned at their regular basic hourly rate for their normal hours of work.
- (c) An employee who qualifies for holiday pay in accordance with (a) above and is required by the company to work any of the above holidays shall be paid one and one half (1 1/2) times their regular basic hourly rate for all time worked on such holiday in addition to their pay under (b) above

ARTICLE 7 - WAGES AND PREMIUMS

7.01 WAGE SCHEDULE

- a) **\$19.00 per hour for Probationary employees.**
- b) **\$24.00 to \$33.00(at time of ratification) for all other employees based on experience, equipment being operated and skills.**

April 1, 2023 — 5% increase

April 1, 2024 — 5% Increase

7.02 PAYDAY

Employees shall be paid at regular intervals not exceeding fourteen (14) days. When the regular pay day falls on the bank holidays, wages shall be paid to the employee on the preceding working day.

7.03 PAY SLIP

The Company shall remit to the employee an electronic pay slip with all the information to allow them to check the computation of their wage. The Company will hard copy the information at an employee's request. This pay slip shall contain the following data, specifically;

1. The Company's name
2. The Employee's last and given name
3. The Employee's classification
4. The payment date and its corresponding work period
5. The number of hours paid at the applicable rate during the hours of the regular work week.
6. The number of overtime hours paid at the applicable overtime rate
7. The nature and amount of premiums, indemnities or allowances issues
8. The wage rate
9. The amount of gross wages
10. The nature and amount of deductions made
11. The amount of take-home pay
12. Accumulated vacation pay
13. Accumulated sick pay/hours

The employees' acceptance of a pay slip does not waive payment of all or part of the wages owed them.

7.05 DEDUCTIONS

The Company may deduct wages only when compelled by a law, a court order, a collective agreement, or when authorized by a law, a court order or a document signed by the employee.

ARTICLE 8 – SENIORITY

8.01 SENIORITY PRINCIPLES

- (a) The Parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein shall have reference to an employee's right to a job based upon their ability to efficiently fulfil the job requirements.
- (b) All promotions, transfers, filling of vacancies, lay-offs, terminations, and rehiring after layoffs, or terminations will be done strictly in accordance with the principles set forth in 8.01(a).

8.02 PROBATIONARY PERIOD

Seniority of each employee covered by this Agreement will be established after a probationary period of ninety (90) days worked which may be accumulated over a period of twelve (12) months. The Company and the Union agree that the probationary period may be extended an additional 30 days by mutual consent.

8.03 SENIORITY WILL BE MAINTAINED AND ACCUMULATED DURING:

- (a) occupational injury.
- (b) absence from employment while serving in the non-permanent armed forces of Canada.
- (c) illness or non-occupational injury.
- (d) Jury duty, union gatherings and collective bargaining negotiations.

Nothing in this Article shall be construed as restricting the Company's right to discharge an employee for non-culpable absenteeism.

8.04 SENIORITY WILL BE MAINTAINED BUT NOT ACCUMULATED DURING:

- (a) Authorized leave of absence.
- (b) Absence due to lay-off for the following period, after which an employee's seniority will terminate:
- (c) Less than 6 months seniority - 6 months
- (d) Over 6 months and less than 24 months seniority - a period equal to their length of seniority
- (e) Over 24 months seniority - 2 years

8.05 SENIORITY WILL BE CANCELLED IF AN EMPLOYEE:

- (a) Voluntarily leaves the employ of the Company.

- (b) Over-stays authorized leave of absence.
- (c) Is discharged and not reinstated under the terms of this Agreement.
- (d) Is recalled to work and does not report within five (5) working days of receiving notice by registered mail
- (e) Is still on lay-off and the seniority retention period has elapsed as described in 8.03(b).
- (f) Leaves the bargaining unit for more than two (2) months to work in a supervisory capacity.

8.06 RETENTION DURING LAYOFF

- (a) It is agreed between the Parties that seniority during layoffs shall be retained on the following basis:
- (b) Employees with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional twelve (12) months.
- (c) A laid-off employee's seniority retention is reinstated on the completion of one (1) day's work.
- (d) It shall be the employer's responsibility to maintain an address file of all employees and it shall be the employee's responsibility to notify their employer in writing of any change of address or phone number.

8.07 LAYOFF PROCEDURE

- (a) Layoffs will occur in the reverse order of seniority among employees occupying classifications from which the Employer determines that layoffs will occur. An employee so laid off will be permitted to bump the junior person in another classification provided the laid off employee is competent to perform the work.
- (b) In the event of a layoff, the employee will receive:
 - i one week's notice after 3 consecutive months of employment;
 - ii 2 weeks' notice after 12 consecutive months of employment;
 - iii 3 weeks' notice after 3 consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of 8 weeks' notice;
- (c) In the event that proper notice, as spelled out in (b) above is not given, the effected employee will receive pay in lieu of their notice at their regular rate of pay.

8.08 RECALL PROCEDURE

Laid-off employees with seniority will be given the first opportunity to be rehired. Employees will be notified of recall by telephone, or other type of message which will be confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than five (5) working days after receipt of the registered notice. A copy of the notice will be sent to the Union.

8.09 SENIORITY LISTS

It is agreed that a seniority list will be supplied to the Union by the Company when requested but not more than six times during each calendar year, setting out the name, phone number, e-mail address, posted position and starting date with the Company.

ARTICLE 9 – VACATIONS

Employment Standards Act

Part 7 - Annual Vacation of the *Employment Standards Act*, R.S.B.C., 1996, c. 113, and amendments thereto, except where varied or modified by the provisions herein, shall become a part of this Agreement.

ARTICLE 10 - LEAVE OF ABSENCE

10.01 INJURY OR ILLNESS

- (a) The Company will grant leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the employer.
- (b) The employee shall have a reasonable period of time to present such medical certificate. The employee shall report, or cause to have reported to the Company, the injury or illness necessitating his absence, as soon as may be reasonably possible.
- (c) The employer shall pay for any medical if requested by the employer.
- (d) After 90 consecutive days of employment with the employer, an employee, for personal illness or injury, is entitled, in each employment year, to
 - (i) paid leave for up to five (5) days, and
 - (ii) unpaid leave for up to 3 days.
 - (iii) Injury or illness days may be taken in half day increments
 - (iv) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee is entitled to leave under this section.

10.02 WRITTEN PERMISSION

Any employee desiring a leave of absence must obtain permission in writing from the Company for such leave, except in cases of illness or injury covered by Article 10.01 above.

10.03 UNPAID LEAVES OF ABSENCE

Employees meeting the criteria for such leaves will be granted an unpaid leave of absence in accordance with the provisions of Part 6 of the Employment Standards Act for Maternity Leave, Parental Leave, Family Responsibility Leave, Compassionate Care Leave, Critical Illness or Injury Leave, Covid-19 Related Leave, Reservists Leave, Leave Respecting Disappearance of a Child, or Leave Respecting the Death of a Child.

In addition to the above, any other unpaid leave of absence as declared in part 6 of the Employment Standards Act shall be deemed to be unpaid leaves of absence for the purpose of this agreement. 16

10.04 EDUCATION LEAVE

The Company will grant leave of absence up to a maximum of six (6) months without pay to employees for educational or training purposes, conditional on the following terms:

- (a) That the employee apply at least one (1) month in advance, unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for application.
- (c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- (d) That the Company shall be required to consult with the Union in respect of any application for leave under this Section.

10.05 BEREAVEMENT LEAVE

- (a) For absences due solely to the death of an employee's legal spouse or natural, adoptive child or step-child, they shall be paid forty (40) hours times their regular straight time hourly rate.
- (b) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which the employee shall be compensated for at their regular straight-time hourly rate of pay for their regular work schedule for a maximum of three (3) days. An additional two (2) days paid leave for a maximum of five (5) days when travel outside of the Lower Mainland is required to attend the funeral.
- (c) Members of the employee's immediate family are defined as the employee's spouse, common-law spouse, same sex partner, child, parent/guardian, brother, sister, grandparent, grandchild, grandparent-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law.

- (d) In the event of the death of anyone who is considered to be as a close relative regardless of whether or not they are related by blood, adoption, marriage, or common-law partnership an employee shall be entitled to request unpaid time off consistent with the timelines described in the paragraph above. Such requests will not be unreasonably denied.
- (e) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

10.06 JURY DUTY

- (a) Any regular full-time employee who is required to perform jury duty, including Coroner's jury duty, or who is required to appear as a Crown witness or Coroner's witness on a day on which he would normally have worked will be reimbursed by the Company for the difference between the pay received for the said jury or witness duty and his regular straight-time hourly rate of pay for his regularly scheduled hours of work.
- (b) It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for the said jury or witness duty.
- (c) The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.

10.07 UNION LEAVE

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) The Company will grant an unpaid leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any negotiating committee of the United Steelworkers in order that they may carry out their duties on behalf of the Union.
- (c) In order for the Employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the Employer will be given at least one (1) months' notice for clause (a) and seven (7) calendar day's for clause (b) above in writing.
- (d) With respect to any unpaid leave of absence granted, the Employer shall continue to pay each representative's regular wage or salary and shall render an

account to the Union for such amount, including the Employer's contribution on behalf of each such representative for group life insurance coverage, medical coverage, sickness and accident insurance coverage and municipal superannuation. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.

10.08 PUBLIC OFFICE LEAVE

- (a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.
- (b) Employees elected or appointed to Federal, Provincial or Municipal office shall be granted as much leave as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting Municipal business.
- (c) The employee who obtains this leave of absence shall return to their Company within thirty (30) calendar days after completion of public office.

10.09 DOMESTIC VIOLENCE LEAVE

Domestic violence is any form of violence between intimate partners. The violence can be physical, sexual, emotional, or psychological abuse, including financial control, stalking and harassment. It occurs between intimate partners, who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer and the Union agree that an employee who is in an abusive or violent situation will be treated with empathy and offered support, rather than be subjected to progressive discipline, provided the absence or performance issues can be linked to the abusive or violent situation. The Employer agrees to the foregoing to the point of undue hardship.

- (a) In each calendar year, the Employer shall grant each employee paid leave for:
- (b) domestic violence and/or family violence, without loss of seniority, for up to ten (10) days. The employee is entitled to up to four (4) months of unpaid leave.

- (c) Further to the above, the Employer agrees that requests for, vacation and any other paid or unpaid leaves of absence submitted by employees, in order for them to deal with issues related to domestic violence, shall not be unreasonably denied. The Joint Health and Safety committee, will develop and recommend strategies, including risk assessments, safety plans, training and a timely and effective process for resolving concerns.
- (d) The Employer will provide for counselling and referral to appropriate support services.
- (e) It is further agreed that privacy and confidentiality should be maintained, and the Union and/or Employer should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning domestic violence should be kept confidential and no information should be kept on the employee's personnel file without their express written permission.
- (f) The Employer will protect the employees from adverse action or discrimination in the workplace or related to the workplace on the basis of their disclosure, experience, or perceived experience of domestic violence.

10.10 RELIGIOUS OBSERVATIONS

Employees may request up to two (2) days off without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld. A minimum of twenty-one days (21) notice is required for time off requests under this provision unless this is impossible due to the unpredictable nature of the spiritual or holy day, in which case as much notice as possible shall be provided.

Employees granted time off under this provision may use accrued vacation pay, if available, in which case the days taken shall be considered days worked for purpose of entitlement to statutory holiday pay.

ARTICLE 11- HEALTH & SAFETY

11.01 WORKPLACE VIOLENCE & HARASSMENT

- (a) The Company is committed to ensuring that all work is conducted in a respectful environment that is free from violence, bullying, harassment and/or discrimination and that all staff treat each other with respect and dignity. The Company will neither tolerate nor condone any behaviour which is likely to create an intimidating or offensive environment.
- (b) Workplace violence, harassment or bullying includes any inappropriate conduct or comment by a person towards an employee that the person knew

or reasonably ought to have known would cause that employee to be humiliated or intimidated.

- (c) Recognizing legal responsibility, the Company shall ensure that the workplace is free of violence, harassment and/or bullying and that employees take reasonable care to protect the health and safety of themselves and other persons.
- (d) The Company shall be responsible to provide instruction, training, information and supervision and to provide a workplace free of violence, harassment and/or bullying.

11.02 WORKPLACE VIOLENCE & HARASSMENT COMPLAINT PROCEDURE

A person who considers that they have been subjected to workplace harassment is encouraged to bring the matter to the attention of the person responsible for the conduct. Where the complainant does not wish to bring the matter directly to the attention of the respondent, or where such an approach is attempted and does not produce a satisfactory result, the complainant should report in writing the incident to a member of the Employer's management team within thirty (30) days of the latest alleged occurrence.

Upon receipt of the written complaint, the Employer shall advise the designated Union Staff Representative.

An alleged offender shall be given notice of the substance of such a complaint under this clause, and upon request shall be entitled to be represented by the Union at any meeting with the Employer under this clause.

The Employer shall attempt to resolve the matter between the Parties.

- (a) If the Employer is unsuccessful in resolving the matter, then an Employer designate and a Union Representative shall jointly investigate the complaint and shall submit their reports to the Employer in writing within thirty (30) days of the referral of the complaint by the Employee. The Employer shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue.
- (b) If the complainant and the investigators agree that the conduct in questions is not workplace harassment as defined in this Article, the investigators shall take no further action.
- (c) Where any Party to the proceeding is not satisfied with the findings of whether or not harassment has occurred or with the Employer's response, the matters may be referred to an independent adjudicator for a final resolution. However, the recommendations of the adjudicator will not be binding upon either the Union or the Employer. Disciplinary action as a result of the complaint is the only matter which may be grieved. No grievance will be filed until this procedure is complete.

- (d) An employee of the Employer who considers that they have been subjected to workplace harassment by a person who is not a member or employee of the Employer shall seek advice of their immediate supervisor. The immediate supervisor shall take responsibility to support and assist the person subjected to such harassment.
- (e) Where the complaint is determined by the investigating parties, including an independent adjudicator or the arbitrator to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action which may include discipline.
- (f) Complaints under this Article shall be treated in strict confidence by all Parties involved.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

12.01 EMPLOYER TO PROVE JUST CAUSE

- (a) The Employer shall not discipline or discharge an employee unless there is just cause, the burden of proof of just cause lies with the Employer. All disciplinary action must be fair, reasonable and timely.
- (b) When the Company has established that an infraction has been committed by an employee and that disciplinary action is warranted, they will be disciplined within five (5) working days, unless the employee is absent, the discipline would be issued upon their return to work.

12.02 PROGRESSIVE DISCIPLINE

- (a) The Company favours "Corrective Discipline" as opposed to "Punitive Discipline" so agrees to follow the procedure of progressive discipline as follows:
 - (i) A verbal Warning- in the presence of a Steward;
 - (ii) A Written Warning - copy to Union
 - (iii) A Suspension without pay (specified time frame) - copy of notice to Union;
 - (iv) Discharge - copy of notice to Union
- (b) Stages of the progressive discipline policy maybe bypassed for serious infractions.
- (c) A Union representative shall be present at any step of the disciplinary procedure.
- (d) Should an employee refuse Union representation they must sign a waiver with the Union and Company.
- (e) The Union shall receive all copies of disciplinary notices given to employees.

- (f) All discipline shall be administered by Management.

12.03 EMPLOYEE FILE

- (a) There shall be only one employee personnel file and the employee shall have access to review their file at a mutually agreed upon time.
- (b) An employee may opt to have the Union President or their designate review their file on their behalf after written permission has been granted.
- (c) Twelve (12) months after any discipline that has been issued, the discipline so given shall not be considered in any subsequent disciplinary action and shall be removed from the employee's personnel records.

ARTICLE 13 - ADJUSTMENT OF GRIEVANCES

13.01 EMPLOYER TO PROVE JUST CAUSE

Grievances Will Be Processed As Follows:

STEP 1 It is understood that an Employee has no grievance until they, either directly, or through the Union, have discussed the problem with the employee's supervisor and have not been able to come to a satisfactory resolution of the problem. The parties shall meet promptly to attempt to settle any grievance informally. Any grievance not settled informally shall be submitted in writing within fourteen (14) days of the action or circumstances giving rise to the grievance. A written reasoned response shall be provided to the grieving Party within seven (7) days of receipt of the written grievance.

STEP 2 If the grievance remains unsettled at the conclusion of Step 1, the grieving Party shall give notice in writing to the other party within seven (7) days to proceed to Step 2. The Union Steward and designated Manager shall meet within fourteen (14) days of the receipt of notice. A written reasoned response shall be provided to the grieving Party within seven (7) days of the conclusion of the Sept 2 meeting.

STEP 3 If the grievance remains unsettled at the conclusion of Step 2, the grieving Party shall give notice to the other party within seven (7) days to proceed to Step 3. The Union Steward and Local Union Servicing Representative and designated Manager(s) shall meet within fourteen (14) days of the receipt of notice. A written reasoned response shall be provided to the grieving Party within seven (7) days of the conclusion of the Step 2 meeting.

STEP 4 If the grievance remains unsettled at the conclusion of Step 3, the grieving Party shall give notice to the other party within thirty (30) days to proceed to Arbitration.

The Company shall not be required to consider any grievance which is not presented within fourteen (14) working days after the grievor or the Union first becomes aware of the alleged violation of the Agreement. The Parties shall make every effort to follow all grievance time limits but the time limits in the Grievance Procedure shall be considered discretionary, and not mandatory.

13.02 **ARBITRATION**

- (a) **Procedure** - In the case of a grievance arising under this Agreement, which the Parties are unable to settle between themselves, as set out in Article XXIV — Adjustment of Grievances, the matter shall be determined by arbitration in the following manner:
- (i) The parties shall jointly agree to the appointment of a Single Arbitrator. If the Parties fail to agree on such appointment, they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the Arbitrator required.
 - (ii) The authority of the Arbitrator shall be as set out in Section 89 of the Labour Relations Code of B.C. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of the Collective Agreement.
 - (iii) The decision of the Arbitrator shall be final and binding on both Parties.
- (b) **Cost Sharing** - The Company and the union shall be in equal proportions, the costs, expenses and allowances of the Arbitrator.
- (c) **Place of Hearing** - Any arbitration to be held hereunder shall be held at the City of Vancouver or at such other place as may be mutually agreed to by the Parties.

ARTICLE 14 - GENERAL PROVISIONS

14.01 **CONSULTATION WITH UNION - PRIOR TO CERTAIN CHANGES**

The Company agrees to consult with the Local Union Servicing Representative prior to discharging, laying-off, transferring, promoting or demoting an employee.

14.02 **BULLETIN BOARDS**

The Union will have the exclusive use of one Bulletin Board on the premises of the Company and provided by the Company for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Officers of the Local Union.

14.03 NOTICES BETWEEN THE COMPANY AND UNION

Any notice required to be given to the Company under the terms of this Agreement will be given by registered mail addressed to it at its regular addresses. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail to the Recording Secretary of the Union at its regular address.

ARTICLE 15 - HEALTH AND WELFARE

15.01 BENEFITS

As per Manulife Gill Trucking Plan. Any changes, cancellation or revision to coverages, the employer must inform the union for mutual consent and at least 60 days prior to any changes taking effect.

ARTICLE 16 - CONTRACTORS

16.01 CONTRACTING OUT

The Employer shall not contract out (or sub-contract out) any bargaining unit work in any form or manner, either directly or indirectly or in whole or in part, without the prior mutual agreement of the Union, when such contracting out directly impacts upon the bargaining unit.

ARTICLE 17 - PERMANT CLOSURES

17.01 ADJUSTMENT PLAN

If the Company introduced or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, the provisions of Section 54 of the Labour Relations Code of B.C. shall apply.

17.02 NOTICE OF CLOSURE

The Company agrees that employees affected by a permanent closure shall be given sixty (60) days' notice of closure.

17.03 SEVERANCE PAY FOR PERMANENT CLOSURE

- (a) Employees terminated by the employer because of permanent closure of an operation shall be entitled to severance pay equal to ten (10) days' pay for each year of continuous service and thereafter in increments of completed

months of service with the Company. A day's pay shall continue to include daily overtime or other premiums or add-ons as in the past, as applicable.

- (b) In the event a permanent closure is declared by the Company, or the facility has not operated for a period of twenty-four (24) months the employees who were employees of record at the commencement of the closure are entitled to severance pay. Severance pay is calculated on the basis of the employee's seniority at the date of the layoff, not the date of the permanent closure.

17.04 PERMANENT CLOSURE AND TECHNOLOGICAL CHANGE

The provisions of Article 17 above apply in the case of Permanent Closure or in the case of Technological Change which is defined as the introduction or replacement of equipment that affects the terms, conditions or security of employment of a significant number of employees.

ARTICLE 18 - STRIKES AND LOCKOUTS

18.01 STRIKES AND LOCKOUTS PROHIBITED

- (a) There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.
- (b) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above threatened, declared, authorized, counseled, aided or brought about on its part.
- (c) In the event of a strike during the term of this Agreement the Union will instruct its members and Officers who may be involved to cease such activity and comply with the terms of this Agreement.

ARTICLE 19 - DURATION OF AGREEMENT

- (c) The Parties hereto mutually agree that this Agreement shall be effective from and after the April 1, 2022 to March 31, 2025 and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding March 31, 2025. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either

Party. The terms of this contract become effective the date it is signed by the Company. Retroactivity shall not apply to any aspects of the Contract except for the bonus provisions detailed herein in the two letters of understanding.

- (b) The Parties hereto agree that the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1992, c.82, is excluded from the Master Agreement.

Signed this 30th day of March, 2022.

**UNITED STEELWORKERS
LOCAL 2009**



GILL ROADWAYS INC.



