

# AGREEMENT

**BETWEEN: COAST 2000 TERMINALS LTD.  
(PRINCE RUPERT AND  
RIDLEY ISLAND  
OPERATIONS)  
(THE COMPANY)**



**AND: TEAMSTERS LOCAL UNION NO. 31  
(THE UNION)**



**OF THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS**

**March 1, 2019 to February 28, 2022**

## **PREAMBLE**

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

The Parties recognize that the ability of the Company to provide secure and continued employment is determined by its capability of delivering an efficient, safe and economical service to its customers.

## **ARTICLE 1 - PURPOSE**

**1.01** The purposes of this Agreement are:

- (a) to establish the terms and conditions of employment for employees of the Company;
- (b) to set out the rights of the Union and rights of the Company;
- (c) to establish a procedure for the settlement of disputes between the Parties arising from the application or interpretation of this Agreement, or the discipline or discharge of an employee covered by this Agreement.

**1.02** Whenever the masculine gender is used in this Agreement it shall be deemed to mean the feminine as well.

## **ARTICLE 2 - UNION RIGHTS AND RECOGNITION**

### **2.01 Bargaining Unit**

The Bargaining Unit is comprised of all employees of the Company in its Prince Rupert and Ridley Island transload, warehousing and maintenance operations, excluding management, supervisors, office and safety staff.

### **2.02 Bargaining Authority**

The Company recognizes the Union as the exclusive bargaining agent for all persons within the bargaining unit.

The Company agrees not to enter into any agreement or contract with employees of the Company, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement without the consent of the Union.

### **2.03 Union Security**

The Company will require as a condition of employment or continued employment, except when precluded from doing so by Statute, that all employees within the bargaining unit:

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

### **2.04 Union Dues**

The Company shall remit to the Union the initiation fees, dues and/or assessments deducted pursuant to 2.03, not later than fifteen days following the date the deduction was made.

### **2.05 Union Shop**

- (a) Following the hiring of a new employee, the Company will:
  - (i) notify the Union office before the person commences work; and
  - (ii) require that the person make application for membership in the Union within seven (7) days of commencing employment; and provide the Union with a list of new employees within ten (10) days of their commencement of employment.
- (b) In the event the Company fails to comply with the provisions of this Article they shall, on written request by the Union discharge the person hired and accept applications from persons referred by the Union.
- (c) Nothing in this Article shall be deemed to require the Company to hire any person who is unsuitable, unqualified or unable to perform the available work.

### **2.06 Bargaining Unit Work**

- (a) The Company agrees, except as otherwise provided herein, to have all work within the scope of the bargaining unit performed by members of the bargaining unit.
- (b) In an emergency, the Company may have bargaining unit work performed by persons other than members of the bargaining unit.
- (c) In the event the work to be performed requires additional equipment beyond that owned, licensed and insured by the Company, or requires specialized equipment

that the Company is unable to provide, then the Company may contract out work.

- (d) In the contracting out of work covered by this agreement, the Company shall give the right of first refusal to a company whose employees are represented by the Union.
- (e) All work that may require the use of scanners shall be performed by members of the bargaining unit inbound or outbound.

## **2.07 Bulletin Boards**

The Company will provide bulletin boards in the lunchroom and shipping office for the posting of this Agreement and Union notices shall be posted and signed by an authorized representative of the Union.

## **2.08 Union Insignia**

An employee may affix a Union decal not exceeding three (3) inches by four (4) inches to the glass area of the equipment he is operating providing it is not objected to by a third-party lease holder or equipment owner and does not impair the vision of the operator

## **2.09 Stewards and Inspection Rights**

- (a) Authorized agents of the Union will request and shall have access to the Company's establishment during working hours for the purpose of investigating conditions related to this Agreement and shall in no way interrupt the Company's working schedule.
- (b) The Union shall elect or appoint Shop Stewards from among its members in the bargaining unit and shall notify the Company in writing forthwith of such appointments and deletions of those employees so elected or appointed. The Company will recognize Shop Stewards and will not discriminate against them for lawful Union activity. The Company will notify the Union forty-eight (48) hours prior to the dismissal of a Shop Steward and, upon the Union's request, give the reason in writing.
- (c) Grievances shall be processed during the normal working hours of the Shop Steward. A Steward shall receive his regular rate of pay when grievances or pending grievances are processed with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the company.
- (d) If the Company representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be paid for all the time spent during the processing of the grievances with the Company on the

Company's property or at any other place which is mutually agreed upon by both the Union and the Company.

## **ARTICLE 3 - TECHNOLOGICAL CHANGE**

### **3.01 Definition**

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

### **3.02 Recognition by Parties**

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

### **3.03 Prior Notification**

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

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

### **3.04 Dislocated Employees**

In the event technological or mechanical changes result in a reduction in the work force or the demotion or promotion of employees, such reductions, demotions or promotions shall be done in accordance with the provisions of Article 5, Seniority, as contained herein.

### **3.05 Retraining and Upgrading**

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

(a) Retraining and Upgrading

- i. The rate of pay while training for a job with the trainer to be reflected in Appendix "A".
- ii. The trainer will always be with the trainee or trainees.
- iii. Once the trainee has reached an acceptable standard, as set by the training committee, he will receive the normal rate of pay while performing that job going forward or not with a trainer.
- iv. Article 3.05 will apply only during the probationary period.
- v. If a trainee performs work normally done by a regular employee while working under this Article (3.05) and the regular employee is on layoff, the senior employee on layoff shall be made whole and the trainee will receive the non-trainer rate.

**3.06 New Equipment or Classification**

Prior to any new types of equipment and/or new classifications of employment for which rates of pay are not established by this Agreement are put into use:

- (a) the Company shall advise the Union as far in advance as possible, and
- (b) not less than thirty (30) days prior to implementation, the matter shall become the subject of discussion between the Parties for rates governing such equipment and classifications of employment, and
- (c) the Company and the Union shall finalize within sixty (60) days after implementation a rate to be established and such rate to be retroactive to date of implementation.

**ARTICLE 4 - TRANSFER OF COMPANY TITLE OR INTEREST**

**4.01** This Agreement shall be binding upon the Parties hereto, 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 continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company shall notify the Union in writing, not later than the effective date of the act of any sale, transfer, lease assignment, receivership or bankruptcy proceeding not including financial arrangements thereof.

## **ARTICLE 5 - PROBATIONARY PERIOD**

Employees shall be on probation until they complete three hundred and sixty (360) hours within ninety (90) consecutive days of employment. Seniority shall not accrue during their probationary period. On successful completion of their probation their seniority date shall be established as the first day worked during the probationary period.

## **ARTICLE 6 - SENIORITY**

### **6.01 Lay-off**

- (a) In the event of a reduction in work, employees shall be laid off in reverse order of seniority provided the remaining employees are qualified and capable of performing the remaining work and provided he has been given an opportunity to demonstrate his capability.
- (b) Unless legislation is more favorable to the employees, the Company will notify employees who are to be laid off as a result of closure of the operation and/or loss of contract at least 60 calendar days prior to the effective date of layoff.

### **6.02 Recall**

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

### **6.03 Seniority**

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

If an employee calls in sick the Company when operationally required will replace the sick employee by recalling the senior most qualified currently under layoff. Employees who have booked the day off will not be called.

### **6.04 Seniority Lists**

The Company will post and maintain one combined Prince Rupert and Ridley Island seniority list and provide copies of the current list to the union in January and July.

Any employee who is elected or appointed to the Union office will retain his seniority date but will no longer accrue time or vacation until he returns to work for the Company.

### **6.05 Loss of seniority**

An employee will have lost his seniority when he:

- (a) is discharged for cause, or
- (b) retires, or
- (c) resigns, or
- (d) is on lay-off more than twelve (12) months and has less than five (5) years of seniority or is on lay-off more than eighteen (18) months and has more than five (5) years of seniority, or
- (e) fails to report for duty when recalled, or
- (f) cannot be contacted for recall by telephone and
  - (i) the Union has been notified, and
  - (ii) three days have elapsed since the Union was notified, or
- (g) is absent without leave or reasonable excuse for three (3) consecutive working days, or
- (h) accepts a position outside of the bargaining unit and does not return to the bargaining unit within ninety (90) days, or
- (i) applies for, of his own volition, and receives a Union withdrawal card.

#### **6.06 Severance**

The following severance provisions will apply:

After six (6) months of employment, two (2) weeks' pay or notice in lieu of.

Upon completion of three (3) years of employment, the amount of pay is increased to three (3) weeks or three (3) weeks' notice, and an additional week of pay or notice is added for each additional year of employment to a maximum of nine (9) weeks' pay. At the end of twenty (20) weeks of layoff, an employee may request any outstanding severance pay owing due to lack of notice or will be paid out at the expiration of recall rights. Any acceptance of severance pay will extinguish recall rights.

Working two hundred (200) hours in a sixty (60) calendar day period will require notice to be reissued (notice may be reissued during this period).



## 6.07 – Foreman Postings

- (a) The Company will interview and select the most qualified individuals from those whom post for the position of Foreman. Provided qualifications are equal, seniority will be given preference.
- (b) An employee who accepts a foreman position must give two (2) weeks' notice prior to relinquishing his position.
- (c) The Foreman position will be posted on March 1<sup>st</sup> commencing in the first year of this contract and will be re posted on March 1<sup>st</sup> every second year thereafter.
- (d) The Company will recognize foreman seniority as priority for Foreman postings.
- (e) Each area listed below will require a number of posted foremen to oversee the expected daily labour requirements. This number will include foremen over and above the daily requirement to cover for sickness, holidays and/or shift preference(s) the specific number of foremen in each area may fluctuate based on volume requirements and the numbers below are for example purposes only.
- (f) All Foremen postings will be filled daily by seniority inside their specific classification. Foremen will be permitted to choose their shifts inside their classification based on their seniority. The Company will have the right to schedule the lowest seniority Foreman in the classification to the shift as and when required.
  - Lumber: all loading and unloading – 6 Foreman
  - Equipment Repair: all activity – 2 Foremen

## **6.08 – Posting**

- (a) Foremen will receive first opportunity for weekend work in their posted job when performing foreman duties.
- (b) Define Foreman: It is agreed between the Company and the Union that the foremen premium is paid to run the crew in a safe and efficient manner. The foremen therefore take on front line leadership roles in the shift at all times, ensuring that their crews are executing the plan and that employees are always following Company safety and operational policies. The foremen must ensure that crews are fit for duty at all times. Foremen must report any concerns to their supervisors about employees who may appear unfit for duty or if any member of their crew are failing to follow the direction of the foremen. When foremen positions are posted, qualifications will be the primary factor in selection. However, where qualifications are equal, seniority will be given preference. Management will reserve the right, when acting reasonably and following standard progressive discipline procedures, to remove an employee from the role of foreman. Employees who have been once removed from the foreman posting can reapply; however, management has the right to refuse a second application.
- (c) If a posting is not used within a two (2) month period, that posting will be cancelled and he/she can bump into another posting.
- (d) All postings of ten (10) hour shifts will be posted by seniority with start times and work week on the posting and guaranteed their forty (40) hours.
- (e) All postings will be up for seven (7) days (i.e. foremen and warehouse postings. If someone is on holidays or medical leave, upon their return, they have the right to bump.)

## **ARTICLE 7 - LEAVE OF ABSENCE**

### **7.01 General Leave**

The Company may grant general leave of absence for a period of more than thirty (30) days upon an employee's request and with the approval of the Union.

### **7.02 Bereavement Leave**

- (a) An employee is entitled to three (3) days leave of absence without loss of regular straight-time hourly pay upon the death of his spouse, common-law spouse, mother, father, son, stepson, daughter, stepdaughter, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother, grandfather, great-grandparents, grandchild, or step-mother or step-father having the status of mother or father.

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

### **7.03 Court Duty Leave**

- (a) An employee is entitled to leave of absence without loss of regular straight time pay for the purposes of:
  - (i) attending court as a witness under subpoena concerning matters occurring during the regular course of his employment, or
  - (ii) performing duty as a juror.
- (b) An employee, on performing jury or witness duties, will make himself available for work before or after such duty whenever practical.
- (c) An employee on leave of absence with pay for jury or witness duty shall assign to the Company any fees received as a result of such duty.
- (d) An employee shall not be entitled to Court Duty leave while on other leave of absence, vacation, regular days off or lay-off or while receiving benefits under the Health and Welfare Plan or Workers' Compensation.

### **7.04 Medical Examination Leave**

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

### **7.05 Accumulated Time Off (ATO)**

- (a) ATO will accrue after one year of service to each employee in the following manner:

one-half (1/2) day (4 hours) ATO is earned by an employee when he works a minimum of one hundred twenty (120) hours in a month. It is not possible to accumulate more than one-half day per month (a maximum of six (6) days may be accumulated in a year).

(b) ATO may be taken either as the time off with pay or as cash.

i) Time Off with Pay:

An employee may use his ATO as holidays. The employee must obtain approval from the Company for the days he wishes off, such approval not to be unreasonably withheld. Such days off shall be taken in a manner consistent with the efficient operation of the business. ATO can be taken in four (4), or eight (8) hour blocks.

ii) Cash:

An employee may request that his ATO be paid out at any time on his next scheduled pay cheque providing he gives a minimum of one week's notice. The employee may request some or all of his ATO to be paid out in four (4) hour blocks (i.e. 4, 8, etc.)

- (c) ATO can be taken in four (4) or eight (8) hour blocks or three (3) consecutive days consistent with the efficient operation of the business.
- (d) Employees may carry over one (1) year's worth of ATO from year to year.
- (e) If using ATO for medical appointments, such time, when confirmed, shall not be impacted upon except in emergency, and must be supported with confirmation of appointment.
- (f) ATO and banked overtime is paid out annually on January 31.
- (g) When an employee asks for the time off for ATO, the response will be given within five (5) days of the request unless the time off is requested during prime time or is for time off immediately before or after a recognized statutory holiday (regular working day before or after the stat holiday), then the request should be considered denied. In such cases, a response will be given five (5) days prior to the requested ATO day.

#### **7.06 Compensation Sickness Coverage**

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

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

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

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

## **ARTICLE 8 - VACATION**

### **8.01 Anniversary Year**

An employee's vacation entitlement shall be calculated on a calendar year basis.

### **8.02 Entitlement**

An employee will have an annual vacation entitlement as follows:

| <b>Years of Employment</b> | <b>Entitlement</b> |
|----------------------------|--------------------|
| First and Second           | two weeks          |
| Third to Eighth            | three weeks        |
| Ninth to Thirteenth        | four weeks         |
| Fourteenth to Nineteenth   | five weeks         |
| Twentieth and After        | six weeks          |

### **8.03 Vacation Pay**

- (a) An employee will be entitled to vacation pay based on his previous year's earnings or weekly earnings, whichever is greater, as covered by (b).
- (b) Absence by reason of accident or illness 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 fifteen hundred (1500) 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 accident or illness, he will still be credited with a year of service to determine future vacations.

Fifteen hundred (1500) hours shall constitute a year's service, but no employee will be permitted to accumulate more than one (1) year of service or any additional fraction thereof in any single calendar year. However, general holidays shall count as hours worked.

- (c) A calendar year shall be the period between January 1<sup>st</sup> and December 31<sup>st</sup>.

- (d) An employee hired after January 1<sup>st</sup> in any year and who does not qualify for a full annual vacation, shall be paid an amount equal to four percent (4%) of his total wages from the date of employment to December 31<sup>st</sup> of that year.

Employee then to work a full year before receiving a full annual 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.

- (e) Employees who receive their vacation pay on the percentage basis shall be paid the appropriate percentage of gross income shown on their T4 income tax statement.

| <b>Vacation Entitlement</b> | <b>% of Previous Year's Earnings</b> | <b>Weekly Earnings</b>            |
|-----------------------------|--------------------------------------|-----------------------------------|
| 2 weeks                     | 4%                                   | or 80 hrs., whichever is greater  |
| 3 weeks                     | 6%                                   | or 120 hrs., whichever is greater |
| 4 weeks                     | 8%                                   | or 160 hrs., whichever is greater |
| 5 weeks                     | 10%                                  | or 200 hrs., whichever is greater |
| 6 weeks                     | 12%                                  | or 240 hrs., whichever is greater |

An employee will be entitled to any vacation pay accrued to date on request in writing.

**8.04 Vacation Schedule**

- (a) All employees must take their vacations in increments of one (1) week or more and shall do so by the following procedure.

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

- (b) No employee will be permitted to carry over vacation time. All vacation must be completed by December 31 of each calendar year.
- (c) Employees shall be granted their vacation in order of their seniority subject to the efficient operation of the business.

For the selection of vacation times, in order of seniority, employees will first have an opportunity to select one week and up to three (3) weeks, depending on vacation entitlement. In seniority order, employees will then choose their next two (2) weeks, if applicable and then the balance of their vacation entitlement.

Number allowed off on vacation set at 12 % of the active seniority list rounded off to the nearest number (up or down), i.e. 2.4 employees = 2 employees; 2.5 = 3 employees. This

does not include employees off on long term disability or extended WCB or extended layoff.

During Christmas prime time there can be fourteen (14%) percent of the workforce off at a time.

- (d) The Company shall post a schedule for employees to select their vacation not later than January 31 and employees shall indicate their selection not later than March 31.
- (e) The Company shall review the selections and post an approved schedule not later than April 30. An approved schedule may not be changed except by mutual agreement between the Company and the employees affected.
- (f) All employees shall be entitled to a minimum of two (2) weeks' vacation during the prime period. Employees entitled to twenty (20) days or more shall be entitled to three (3) weeks during the prime period. The prime period is defined as:  
  
June 1 to September 30 inclusive, December 15 to January 15 inclusive, and the school spring break.
- (g) An employee who fails to select his vacation prior to April 30 may be assigned his vacation period by the Company.
- (h) Time off for sickness or Workers' Compensation has no bearing under this Article in regard to the employee's annual vacation.
- (i) An employee who is retiring and elects to take his holidays after his last day of employment shall not be considered part of the twelve percent (12%) of the active seniority list for the purpose of vacation entitlement.

## **ARTICLE 9 PAID HOLIDAYS**

- (a) The following have been designated paid holidays:

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

- (b) An employee shall be entitled to pay for a holiday provided he:
  - (i) has completed his probationary period; and
  - (ii) has worked within the thirty (30) calendar days preceding the holiday; or
  - (iii) is absent by reason of non-compensable illness or injury for a period not exceeding six (6) months; or

- (iv) is recalled to work within fifteen (15) calendar days following the holiday.
- (c) An employee shall receive eight (8) hours' pay at his regular rate as holiday pay. An employee assigned to a ten (10) hour work day shall receive ten (10) hours' pay at his regular rate as holiday pay.
- (d) 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 on the final vacation schedule. Employees may choose Monday or Friday as their day off without pay determined by seniority and operational needs (ie., one-half may choose Friday and one-half Monday).

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

## **ARTICLE 10 - HOURS OF WORK**

### **10.01 Regular Hours**

The regular hours of work shall consist of eight (8) consecutive hours in a 5 day work week or ten (10) consecutive hours in a 4 day work week exclusive of the meal period between 6:00 a.m. and 12:00 a.m.

### **10.02 Regular Week**

The regular work week shall be five (5) days with two (2) consecutive days off in each calendar week or four (4) days with three (3) consecutive days off.

### **10.03 Premium Hours**

Any employee who commences work at 2:00 p.m. or later or prior to 6:00 a.m. shall be subject to a one-dollar seventy-five cent (\$1.75) shift premium.

### **10.04 Standby**

An employee required to standby on a regular day off and not called in to work shall receive four (4) hours' notice or straight time standby pay upon shift cancellation.

### **10.05 No Compounding**

There shall be no compounding of premium pay and overtime. An employee working overtime outside of the regular work day or week shall be paid only the applicable overtime rate



## **ARTICLE 11 – OVERTIME**

### **11.01 Daily Overtime**

Overtime shall be paid for time worked in excess of ten (10) minutes beyond a regularly scheduled shift on the following basis:

- (a) time and one-half for the first two (2) hours, and
- (b) double time for hours worked in excess of (a).

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

### **11.02 Day of Rest Overtime**

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

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

### **11.03 Paid Holidays**

Overtime shall be paid for hours worked on a Paid Holiday on the following basis:

- (a) double time for the first eight (8) hours, and
- (b) triple time for hours worked in excess.

### **11.04 Allocation of Overtime**

Overtime shall be allocated to the most senior qualified employee who is available and willing to work in each classification.

In the event no employee volunteers to work overtime, the company may assign the overtime work to employees in reverse order of seniority.

An employee who has worked eight (8) hours' overtime in any week shall have the right to limit his overtime at eight (8) hours.

### **11.05 Overtime - 10-Hour Work Shift**

Overtime on a four (4) day work week, ten (10) hour shifts: fifth day is time and one half, sixth day is double time, 7<sup>th</sup> day is double time. Daily overtime for a ten (10) hour day: straight time for ten (10) hours, two (2) hours at time and one half, and double time thereafter.

## **ARTICLE 12 - SHIFT SCHEDULES**

### **12.01 Shift Assignment**

- (a) The most senior sixty percent (60%) of employees employed during the calendar week shall be guaranteed a minimum of forty (40) hours' work.
- (b) Employees among the least senior forty percent (40%) will be called to work as and when required in order of seniority pursuant to Article 6.
- (c) The Company will endeavor to post the following day's work assignment by 3:00 p.m. each day.
- (d) Any laid-off employee will call between 2:00 and 3:00 p.m. for his work assignment the following day. If work becomes available after 3:00 p.m. it shall be the Company's responsibility to call the laid-off employee at his designated contact phone number.
- (e) If the employee has been laid off for more than seven (7) days, it shall be the responsibility of the company to contact the employee when work is available at his designated contact phone number.

## **ARTICLE 13 - REPORTING PAY**

### **13.01 Daily Guarantee**

Any regular employee who is called out to work on a regular work day shall be paid not less than eight (8) hours' pay. A regular employee who works a ten-hour day and is called out to work on a regular work day shall be paid not less than ten (10) hours' pay. Any employee who is called out to work on a Saturday sixth shift or overtime day shall be guaranteed four (4) hours' pay and if he worked in excess of four (4) hours he shall be guaranteed six (6) hours. For hours worked in excess of six (6) he shall be paid for time worked. NOTE: Bumping may take place only at the specific location for overtime based on daily seniority.

### **13.02 Casual Employee Guarantee**

When a casual hourly employee is called and reports for duty Monday through Friday, he shall be guaranteed a minimum of four (4) hours' pay and if he works in excess of four (4) hours shall be guaranteed six (6) hours and if he works in excess of six (6) hours he shall be paid for eight (8) hours. However, in the event that the casual employee's hours extend wholly or partly outside the regular hours of work, he shall be guaranteed eight (8) hours' pay plus the overtime or shift differential premiums.

### **13.03 Call-out or Call-back**

Any hourly rated employee reporting for duty on a call-out or call-back basis inconsistent with his regular scheduled work day or shift shall be guaranteed a minimum of four (4) hours' pay but,

after completion of the duty he was called for, he may book off work with a minimum of two (2) hours' pay.

#### **13.04**

To qualify for the benefits of sub-sections 1, 2 and 3 of this Article, the employee will perform work, within the bargaining unit, in jobs other than his normal or regular job in the event that his services are not required in his normal or regular jobs.

#### **13.05**

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 (2) hours, he shall be paid for the period worked at the higher rate, and (b) for two (2) or more hours, he shall be paid for the entire day at the rate paid for the higher classification.

### **ARTICLE 14 - MEAL AND REST BREAKS**

#### **14.01 Meal Period**

Employees shall have one scheduled meal period scheduled as closely as practical to the middle of their shift. The meal period shall be not less than thirty (30) minutes nor more than sixty (60) minutes and shall be without pay.

#### **14.02 Rest Breaks**

Employees shall have a fifteen (15) minute rest break with pay in the first and second half of each shift.

#### **14.03 Overtime Rest Period**

When overtime occurs at the end of an employee's eight (8) hour shift, the employee will not be entitled to a coffee break if the overtime is of a thirty (30) minute duration. If the overtime is to exceed the thirty (30) minute duration, the employee will take a fifteen (15) minute coffee break with pay at the end of his eight (8) hour shift.

#### **14.04 Overtime Meal Period**

Employees shall have a thirty (30) minute meal break with pay if he exceeds two (2) hours overtime at the overtime rates of pay.

#### **14.05 Overtime Breaks**

Coffee breaks and mealtimes on overtime must be taken at scheduled times and may not be added to the end of the shift.

## **ARTICLE 15 - PAY PERIODS**

### **15.01 Bi-Weekly Pay**

Except as otherwise provided in this Article, employees shall be paid bi-weekly on alternate Fridays all wages earned during the two-week period ending on the preceding Sunday at 00:01 hours.

### **15.02 Statement**

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

The Company will pay through direct deposit to the designated account of each employee.

The statement shall include:

- (a) the dates of the pay period;
- (b) the total straight time hours worked;
- (c) the total overtime hours worked;
- (d) the appropriate rates of pay applicable; and
- (e) all deductions by category
- (f) accumulated time off (ATO)
- (g) amount of Banked Overtime
- (h) remaining vacations for the year

### **15.03 Pay on Termination**

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

## **ARTICLE 16 - SAFETY**

### **16.01 Occupational Health and Safety Regulations**

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

### **16.02 Employee Responsibility**

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

### **16.03 Gloves**

Gloves will initially be supplied to each employee at no charge and from then on, gloves will be provided on an exchange basis.

### **16.04 Safety Footwear**

All regular employees will be entitled to one hundred fifty dollars (\$150.00) safety footwear allowance paid out before July 1<sup>st</sup> of each year. No receipts are required. The Company will continue the practice of a gift card. To qualify, an employee must have completed his probationary period and have worked three hundred and sixty (360) hours in the previous twelve (12) months. Employees will be required to wear safety footwear acceptable to the Workers' Compensation Board as a condition of employment. If Company policy changes to mandate specific ankle support then this allowance will increase to \$200.00.

### **16.05 Safety Meeting**

The Company agrees to schedule a safety meeting in the first week of each month, and address the concerns of its employees. The employees will elect their safety committee members with not less than one from each location.

### **16.06 Shop Equipment**

- (a) Company will purchase once every 5 years customized hearing protection for all mechanics and container repair employees. Employees will be responsible for replacement if replacement is required within the 5 years.
- (b) Mechanics will be reimbursed up to \$600 per year for approved tools after 2 consecutive years of employment.

- (c) Mechanics who have completed 2 consecutive years of employment will qualify for reimbursement for approved schooling or training including course material up to \$900 including taxes each year after successful completion of the course.
- (d) Mechanics while attending approved schooling or training will be paid at the training rate of pay as indicated in Appendix A.
- (e) Company required course training shall be at the regular rate of pay.
- (f) Receipts required for tools and courses.
- (g) All apprentice mechanics will sign an agreement with the Company for continued employment upon completion of schooling for twelve (12) months at a time.
- (h) When in school all provisions of the collective agreement still apply.

## **ARTICLE 17 - MANAGEMENT RIGHTS**

The Union acknowledges that the management, direction, discipline and discharge of the work force is retained by the Company except where this Agreement otherwise specifies. The Union acknowledges that members will follow the direction of management which includes all existing and new company policies. Management cannot create or enforce any policy that is contravention of this Agreement unless previously agreed to by the Union.

## **ARTICLE 18 - GRIEVANCE AND ARBITRATION**

### **18.01 Grievances**

- (a) The Company and the Union recognize that grievances may arise concerning:
  - (i) the application, interpretation, operation or any alleged violation of this Agreement or an arbitral award made pursuant to this Agreement, or
  - (ii) the discipline, suspension or discharge of an employee within the bargaining unit.
- (b) The procedure for resolving a grievance shall be the grievance and arbitration procedure in this Article.

### **18.02 Step One**

In the first step of the grievance procedure every effort shall be made to settle the dispute by discussion between the grievor and the supervisor. The Steward or Union Representative may accompany the grievor at the grievor's request.

### **18.03 Time Limits to Present Grievance to Employer - Step One**

An employee wishing to present a grievance must do so not later than:

- (a) ten (10) calendar days from the date of lay-off or discharge giving rise to the grievance, or
- (b) thirty (30) calendar days from the date of the incident, act or omission giving rise to any other grievance.

### **18.04 Step Two**

In the event the discussion of Step One fails to resolve the grievance, an employee may present a grievance at Step Two by:

- (a) recording the grievance in writing on a union grievance form, and
- (b) presenting the written grievance to the Union Representative.

### **18.05 Time Limits - Step Two**

The Union Representative shall present the grievance to the Company for discussion not later than seven (7) calendar days after the discussion at Step One was concluded.

### **18.06 Arbitration**

In the event the discussion at Step Two does not resolve the difference, the Union may submit the grievance to a fact finder named in 18.07 or may submit the grievance to arbitration pursuant to 18.08.

### **18.07 Fact Finder**

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, an arbitrator mutually agreed to by the Parties to act as a fact finder shall at the request of either Party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendation to resolve the difference within five (5) days of the date of receipt of the request and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

The recommendation of the fact finder shall be binding by prior mutual consent of the Parties.

#### **18.08 Arbitration**

In the event the grievance is not resolved by the recommendations of the fact finder, or the grievance is not submitted to the fact finder, the Union may present the grievance to a mutually agreeable arbitrator.

Should the Parties not be able to agree on an arbitrator within seven (7) days, either Party may request the Minister of Labour to appoint an arbitrator to decide the matter.

#### **18.09 Time Limits to Proceed to Arbitration**

The Union shall notify the Company of its intention to proceed to a fact finder or to arbitration within seven (7) calendar days of the presentation of the grievance at Step Two or the receipt of the non-binding report of the fact finder if one has been appointed.

#### **18.10 Arbitrator's Decision**

The arbitrator appointed pursuant to 18.08 shall meet with the Parties within seven (7) days of appointment and hear evidence and argument and shall decide the matter and communicate his decision to the Parties within fourteen (14) days of the conclusion of the hearing.

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

The decision of the arbitrator shall be final and binding on the Parties.

The fees and expenses of the arbitrator shall be shared equally by the Parties.

#### **18.11 Disciplinary Record**

The employee and the Union shall receive a copy of any written reprimand, suspension notice or discharge notice. If the employee goes for twelve (12) months and receives no notice of discipline, the employee's record is deemed to be free of any disciplinary notice.

#### **18.12 Policy Grievances**

The Company or the Union may institute a grievance at Step Two of the grievance procedure on a matter of general policy or application, however, such grievances shall have no retroactive effect.



## **ARTICLE 19 - GENERAL**

### **19.01 Picket Lines**

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

### **19.02 No Strike or Lockout**

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

### **19.03 Savings Clause**

- (a) If any Article or Section of this Agreement or any of the riders hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either Party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 18.

### **19.04 Marginal Notations**

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

## **ARTICLE 20 - WAGES**

### **20.01 Wages**

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

## **20.02 Maintenance of Standards**

The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of signing of this Agreement except where specifically changed in this Agreement.

## **ARTICLE 21 - HEALTH AND WELFARE**

### **21.01 Health and Welfare Plan**

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

### **21.02 Pension**

The Teamsters National Pension Plan covering members of the Union as set out in Appendix "C" hereunto annexed and forming part of this Agreement shall continue.

### **21.03 Payment of Dues and Contributions**

- (a) The Company agrees to make remittances to the Union for Union Dues, the Administrator of the Health Welfare Plan ' the Administrator of the Pension Plan, and the administrator of any other program to which the company is required to make contributions under this Agreement in accordance with the appropriate Article or Appendix to this Agreement.
- (b) The Company agrees to hold in trust, until remitted, all amounts payable in respect of Union Dues, the Health and Welfare Plan, the Pension Plan, and any other plan which the Company is obliged to make contributions pursuant to this Agreement and shall be liable, as such, for failure to remit for any reason including, but not limited to liquidation, assignment or bankruptcy of the Company.

### **21.04 Trust Agreement**

The Company agrees that it shall be bound by the terms and conditions of the Agreement and Declaration of Trust (the Trust Agreement) covering the Health and Welfare Plan, the Pension Plan and any other plan to which the Company is required to make contributions pursuant to this Agreement.

## **21.05 Delinquency**

- (a) The Company acknowledges that the Trustees of the Health and Welfare Plan and the Pension Plan or any other Plan or Trust to which contributions are payable 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.
- (b) The Company agrees to make contributions to the Union for Union Dues and to the Trustees of the Health and Welfare Plan and the Trustees of the Pension Plan within the time limit specified in this Agreement and further agrees that, if such contributions are not received by the Union or applicable 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 the rate of 2% per month from the date contributions were due to the date of receipt by the Union or the appropriate Plan Administrator.
- (c) The Company agrees that, if the Union or the Trustees of any plan to which the Company is required to make contributions pursuant to this Agreement 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.

## **ARTICLE 22 - BANKING OF OVERTIME**

- 22.01** (a) By mutual agreement in writing between the Company and its employee, arrangements may be made for the current year to bank accumulated overtime. The employee may then request his overtime in time off. However, he must inform the Company as to his request which will remain in effect for the year. Upon request by the employee, such time off will be taken at the Company's discretion consistent with the efficient operation of the business. The minimum unit of banked overtime to be utilized is equivalent to eight (8) regular hours.
  - (b) Subject to (a) above, Accumulated Overtime may be taken in one (1) week increments for additional vacation time except during prime time. The Company may agree to Accumulated time off during prime time so long as this does not interfere with employees' normal vacation selection.
- 22.02** Where an employee desires to bank his overtime he shall request in writing indicating this, which will be binding for the current year.
- 22.03** overtime which is banked shall be credited in terms of hours, and when taken as time off, shall be paid out at the same hourly rate as banked. When an employee leaves the Company, all banked hours shall be paid out in total.

**22.04** The Company will keep a record of all banked overtime which will be available for perusal by the employee.

**22.05** Example of banked hours:

|                       |                    |
|-----------------------|--------------------|
| 1 hour at 1 1/2 time  | 1 1/2 hours banked |
| 1 hour at double time | 2 hours banked     |

**22.06** Banked overtime accumulated in one calendar year must be used or paid out by January 31<sup>st</sup> of the following year.

**ARTICLE 23 - TERM OF AGREEMENT**

**23.01 Term of Agreement**

This Agreement shall be in full force and effect from the 1st day of March A.D. 2019 until the 28<sup>th</sup> day of February A.D. 2022 and shall remain in full force and effect from year to year thereafter PROVIDED THAT either Party may, not less than ninety (90) days and not more than one hundred and twenty (120) days immediately preceding the 28<sup>th</sup> day of February, 2022 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.

Bargaining to commence November, 2021. Language reopener second (2<sup>nd</sup>) year of the contract for language purposes only.

Should either Party give written notice to the other Party pursuant to sub-section (a) hereof, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Company shall give notice of lock-out, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

A joint committee of Union/Management shall be established within thirty (30) days of ratification to meet and discuss operational matters. The Union committee members will be elected by the Union membership.

**23.02 Change in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

Agreement made on the 13 day of February 2019.

**FOR THE COMPANY:**

Ull

Ruggell

**FOR THE UNION:**

Stan Hennessy

P. Hennessy

\_\_\_\_\_

## APPENDIX "A" - WAGE SCHEDULE

|                                     | Year 1<br>March<br>1, 2019 | Year 2<br>March 1,<br>2020 | Year 3<br>March<br>1, 2021 |
|-------------------------------------|----------------------------|----------------------------|----------------------------|
| Warehouseman                        | \$26.33                    | \$26.63                    | \$27.03                    |
| Checker                             |                            |                            |                            |
| Hostler                             | \$26.88                    | \$27.18                    | \$27.58                    |
| Container Lift                      | \$26.88                    | \$27.18                    | \$27.58                    |
| Journeyman Mechanic                 | \$36.38                    | \$36.68                    | \$37.08                    |
| 1 <sup>st</sup> Yr Apprentice Mech. | \$31.38                    | \$31.68                    | \$32.08                    |
| 2 <sup>nd</sup> Yr Apprentice Mech. | \$32.38                    | \$32.68                    | \$33.08                    |
| 3 <sup>rd</sup> Yr Apprentice Mech. | \$33.38                    | \$33.68                    | \$34.08                    |
| 4 <sup>th</sup> Yr Apprentice Mech. | \$34.38                    | \$34.68                    | \$35.08                    |
| Lubeman                             | \$23.83                    | \$24.13                    | \$24.53                    |
| Janitor                             | \$18.60                    | \$18.90                    | \$19.30                    |
| Student Cleanup                     | \$15.80                    | \$17.10                    | \$17.50                    |

Training Rate - \$5.00 per hour less than the classification rate. (Article 3.05)

It is agreed between the Company and the Union that, as there is no certification for the classification of Lubeman (Mechanic's Helper) in the Agreement, the Company shall hire Lubeman (Mechanic's Helpers) who will be covered under all the benefit packages of the current Agreement plus a wage rate as above.

It is agreed between the Company and the Union that, as there is no certification for the classification of Apprentice Mechanic in the Agreement, the Company shall hire Apprentice Mechanics who will be covered under all the benefit packages of the current Agreement plus a wage rate as above.

First Aid attendant receives a premium of fifty cents (50¢) per hour and Trainer to receive premium of two dollars (\$2.00) per hour.

Casual employees will receive the rate of pay for the classification under which they are working, less \$2.00 (two dollars) per hour.

New hires may be paid \$2.00 (two dollars) per hour below the above posted rate for the first six (6) months of employment effective the date of seniority.

### **Foreman/Backup Foreman**

**Note:** Foreman/Backup foreman will be paid a premium of two dollars fifty cents (\$2.50) per hour over his regular rate of pay when work is performed in the foreman classification.

## **JANITOR**

The Union and the Company agree that there will be an additional classification of Janitor. The Janitor will be covered under all of the terms and conditions set out in this Agreement.

A laid off employee has the option of working as a janitor at the janitor's rate of pay. Refusing janitor work will not affect an employee's ability to work overtime on the weekend.

**APPENDIX "B" TEAMSTERS' NATIONAL BENEFIT PLAN**  
**Plan A**

**Section 1 - Participation**

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

**Section 2 - Board of Trustees**

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

**Section 3 - Trust Agreement**

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

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

**Section 4 - Plan Administration**

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

**Section 5 - Eligibility Conditions**

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



work, and all other benefits will be reinstated as of the first day of the month in which return to work occurs.

- (e) Notwithstanding the provisions of this section, any 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 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 may 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 may be liable for the payment of all benefits the employee does not receive from the Benefit Plan but would have received had the Company remitted the required contributions. In the event of clerical error, the Company shall be liable for the payment of any benefits for which the Trustees are unable to obtain insurance due to late application.

### **Section 12 - General**

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

## APPENDIX "C"

### TEAMSTERS' NATIONAL PENSION PLAN

#### Section 1 - Participation

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

#### Section 2 - 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.
- (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 |      |
|----------------|------|-----------------|------|
| March 01,      | 2019 | \$3.00 per      | hour |
| March 01,      | 2020 | \$3.50 per      | hour |
| March 01,      | 2021 | \$3.75 per      | hour |

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

- All hours worked
- Periods of Paid vacation
- Jury Duty
- Bereavement leave
- Statutory holidays

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.
- Accumulated Time Off (ATO)

- (d) In no case shall the employer remit hours in excess of 2100 hours per year.
- (e)
  - (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 "D"**

### **TEAMSTERS LOCAL NO. 31 UNION/INDUSTRY ADVANCEMENT FUND**

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

The Company shall make contributions of five cents (\$0.05) per hour for each hour for which Pension Plan contributions are made.

Payments of said funds shall be made to the Teamsters Local No. 31 Union/Industry Advancement Fund by the 15th of the month following that to which they refer.

This payment will be independent and separate from any other payment made to Teamsters Local Union No. 31.