

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SUPERIOR PROPANE,  
A DIVISION OF SUPERIOR PLUS LP**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**January 1<sup>st</sup>, 2014 - December 31<sup>st</sup>, 2016**

**WALTER CANTA  
Secretary-Treasurer**

**SUPERIOR PROPANE  
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THIS AGREEMENT ENTERED INTO AS OF JANUARY 1<sup>ST</sup>, 2014.

**BETWEEN:**           **SUPERIOR PROPANE, a division of  
SUPERIOR PLUS LP**  
51 Glacier Street  
Coquitlam, B.C. V3K 5Y9  
  
("The Company")

**AND:**               **TEAMSTERS LOCAL UNION No. 213,**  
affiliated with the International  
Brotherhood of Teamsters and  
Teamsters Canada  
  
("The Union")

#### **ARTICLE 1 - BARGAINING AGENCY**

- (a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company, as described in the Order dated January 31, 2002 for the consolidated certification, and any future variances as may be granted by the British Columbia Labour Relations Board, excluding management, supervisors (operations and office), sales staff, accountants, logistics, planning and procurement professionals and those excluded by the Code.
- (b) The term "employee" as used in this Agreement shall apply to any individual performing work in any job which is covered by the certificate and this Agreement.
- (c) All work within the bargaining unit shall be performed only by those individuals coming within the bargaining unit who are members of the Union as prescribed herein. Further to this, no work shall be done by an outside jobber, contractor, or agency that falls within the scope of any work the Company performs for remuneration, unless all of the Company's own employees are working and/or the Company's employees cannot perform the work required to be done, and/or as provided under the Sub-Contracting Article in this Agreement. The Parties agree, however, that if a particular job is discontinued or altered by any technological change, the employee or employees involved will be given the opportunity to stay in the employ of the Company in a job to which their seniority and capabilities would entitle them.
- (d) These provisions shall not preclude the Company from setting up dealerships within the area covered by the certification, provided that such dealerships will not result in the loss of employment of any of the Company's employees who are members of the bargaining unit, and further that such dealerships are discussed with the Union before implementation and further that all dealers, if individuals, shall be required to be members of the Union and if they hire employees, an agreement acceptable to the Parties shall apply. If an agreement acceptable to the Parties is not concluded within thirty (30) days or such longer period of time as mutually agreed to by the Parties, then an agreement similar or identical to this one shall apply.

- (e) The Company shall provide to the Union upon request a complete list of all dealerships who make propane deliveries or service propane equipment and appliances on behalf of Superior Propane, operating in the geographic area as set out in Article 1 (a) herein. A dealer is one who delivers propane and/or services propane equipment or appliances. An agent is a service station or other business that fills cylinders from a stationary tank on its premises.

## **ARTICLE 2 - UNION SECURITY**

- (a) All employees covered by the Union's certification and Agreement who are now members of the Union shall remain members as long as they remain employees of the Company unless they are promoted out of the bargaining unit and as provided in Section (d) of this Article. All new employees must, as a condition of employment, make an application to become a member of the Union immediately upon their commencing their employment hereunder.
- (b) It is the Company's responsibility to provide to each new employee with application and death benefit cards. It is the employee's responsibility to ensure that the application and death benefit cards are completed and returned to the Company. It is the Company's responsibility to return those completed application and death benefit cards to the Union. The Company will, on each month's check-off list sent to the Union, show the name, site and home address of each new employee hired since the previous check-off was sent to the Union.
- (c) Should any employee covered by the bargaining unit cease, at any time, to be a member in good standing of the Union, the Company shall, upon notification from the Union, discharge such employee.
- (d) If the Company has purchased or purchases any other company in the same business, the terms and conditions of this Agreement shall apply to that company and any employees employed in categories that are covered by the terms of this Agreement as permitted by the Labour Relations Code of British Columbia.

## **ARTICLE 3 - DEDUCTION OF DUES & HEALTH AND WELFARE PLAN CONTRIBUTIONS**

- (a) The Union shall each month mail to the Company a check-off form, in duplicate, setting out the names of each employee in the Union and the amounts of monies they owe.
- (b) The Company shall also on each monthly check-off list show the names of all employees who commenced and discontinued employment in each month, and the Company shall deduct and remit to the Union an amount equal to the monthly dues of the said Union for each new employee hired by the Company each month as soon as a new employee has completed three (3) working days of employment. If the Union check-off has been remitted for that month, the specified amount shall be added to the next month's check-off and shown as the previous month's dues deducted from such new employee.
- (c) Upon the completion of three (3) working days of employment, all employees shall be required to sign an authorization of check-off of Union dues, initiation fees, fines and assessments which may be levied by the Union in accordance with its Constitution and By-Laws. Such monies deducted shall be forwarded to the Secretary-Treasurer of the Union together with one (1) copy of the check-off list not later than the tenth (10th) day of the month.

- (d) The Company shall record on each employee's T-4 Statement the total Union dues deducted and submitted on behalf of that employee.
- (e) All Union dues and Health and Welfare Plan contributions are to be trust monies and will be paid to the party entitled thereto not later than ten days after such deductions are made. If the Company defaults in its payment of Health and Welfare Plan contributions and Union dues, the Union may require the Company to post with the Union a bond in any amount, not exceeding the equivalent of three months total contributions covering the items specified herein for the individual(s) involved.

## **ARTICLE 4 - LEAVE OF ABSENCE**

### **Section 1 - Written Permission**

- (a) If an employee desires a leave of absence for reasons other than those referred to below, he must obtain permission in writing from the Company. However, no legitimate and reasonable request for a leave of absence will be denied.
- (b) During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) Each employee while on duty shall devote the whole of his time, attention and energies to the performance of such duties. An employee holding secondary employment will ensure:
  - (i) that the secondary employment is not with a competitor of the Company, or
  - (ii) that their secondary employment does not interfere with the performance of their responsibilities with the Company.

### **Section 2 - Injury or Illness**

- (a) When an employee suffers an injury or illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, subject to any payments the employee is entitled to under any Welfare Plan or other provisions, until such time as their doctor states they can return to work.
- (b) When an employee suffers an injury or illness which requires his absence he shall report the fact to the Company as soon as possible so adequate replacement may be made if necessary. Employees must keep the Company notified of their correct address and phone number at all times.

### **Section 3 - Bereavement Leave**

- (a) In the case of death in an employee's immediate family, the employee will be granted bereavement leave of up to five (5) consecutive working days with full pay for the purpose of attending and/or arranging the funeral. Immediate family is a spouse, parent, step-parent, sibling, child, mother-in-law or father-in-law, or sister-in-law or brother-in-law.
- (b) In the case of death of an employee's grandparent, the employee will be granted bereavement leave of one (1) day with full pay for the purpose of attending the funeral.

- (c) Employees travelling out of province or country in order to attend the funeral will be granted two (2) additional days of bereavement leave with pay.

#### **Section 4 - Jury Duty**

All time lost by an employee due to attendance for Jury Duty, or for any Court proceedings arising out of his employment, or being subpoenaed as witness at a trial, shall be paid for at the rate of pay applicable to said employee.

Any employee on Jury Duty shall, subject to this provision, make himself available for work before or after being required for such duty wherever practicable. All Jury Duty pay or witness fees received by the employee from the Courts shall be remitted to the Company.

#### **Section 5 - Maternity and Parental Leave**

Regular employees shall be entitled to Maternity and Parental Leave of absence in accordance with the provisions of the Employment Standards Act of British Columbia.

#### **Section 6 - Sick Leave**

This article does not form part of the Health and Welfare Plan.

- (a) All regular employees who have completed six (6) months of continuous service shall accumulate paid sick leave at the rate of one-half (½) day per employed month to a maximum of ten (10) days per year, subject to the following provision:
  - (i) The employee shall begin accumulation of sick leave at the start of the pay period immediately following the date he completes six (6) months of continuous employment.
  - (ii) The employee must be paid for not less than one hundred and twenty-eight (128) hours in a four (4) week period to be credited for one-half (½) day in that month including vacation and General Holidays.
  - (iii) Employees absent from work due to leave of absence for any reason, including occupational or non-occupational illness or injury, will not accumulate sick leave during this period.
- (b) For the first three (3) consecutive days of absence for non-occupational illness or injury, provided the employee has sufficient sick days and where such period of sickness is not covered by the Health and Welfare Trust Plan, paid sick leave shall be applied.
  - (i) One (1) full day's pay for each of the first (1st), second (2nd), and third (3rd) days of sickness provided those days are regular work days.
  - (ii) A day's pay for employees will be eight (8) hours or ten (10) hours' pay, as the case may be, at the regular hourly rate for his classification.

- (iii) It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the Company may prescribe.
- (c) Subject to the following, fifty percent (50%) of sick leave outstanding at the end of the year will be paid out to the employee at the employee's regular rate:
  - (a) no more than three (3) sick leave days will have been used during the year; or
  - (b) no incidents/accidents within the last twelve (12) months, or a failure to report an incident/accident; or
  - (c) no lost time incidents or disciplinary action.

If an employee elects to have their sick leave paid out, the employee must notify the Company by the 15<sup>th</sup> day of January and those number of sick leave days elected by the employee to be paid will be paid on the payday on or around January 31.

- (d) A medical certificate may be required to claim benefits under this provision.
- (e) An employee may use two (2) days of sick leave per year for the purpose of allowing employees to deal with specific family responsibilities. This day must be scheduled, except in case of an emergency.

### **Section 7 - Union Business**

The Company will allow time off work, without pay, to not more than one (1) employee at one time to serve as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of business, provided that four (4) weeks' notice in writing has been given.

### **Section 8 – Employee Absence Limit**

- (a) A maximum of twenty percent (20%) (minimum of one (1)) in each classification (driver, service technician, plant operator and clerical) will be allowed to take vacation at any one (1) time. The total number of employees away from work at any one (1) time on vacation, day in lieu of a General Holiday, Floating Holiday, banked overtime, leave of absence will not exceed the maximum of twenty percent (20%) (minimum of one (1)) allowed off on vacation at any one (1) time, except by mutual agreement.
- (b) Numbers will fluctuate depending on the number of employees working in classifications. Anything over 0.5 will be rounded up to a whole number.

### **Section 9 – Abuse of Absences**

Proven abuse of the provisions of Article 4 (Leave of Absence) by an employee through illegitimate absence may be grounds for discipline or immediate termination for cause, depending upon the severity of the infraction.



## **ARTICLE 5 - SHOP STEWARD**

- (a) The Union may appoint a Shop Steward in each site, as required, to monitor compliance with the provisions of this Agreement and to process any grievances or infractions of this Agreement. There shall be no discrimination against the Shop Stewards for lawful Union activities, including processing grievances during working hours. Reasonable prior notice of Union activities will be given to the Company, and permission to undertake those activities will not be denied as long as they do not interfere with business operations.
- (b) The Shop Stewards have no authority to alter, amend, violate or otherwise change any part of this Agreement. The Shop Stewards shall report to the Union officers and the Company any violations of this Agreement.
- (c) The Union will advise the Company of the identity of all stewards and will also give notice within twenty - four (24) hours of any new appointment or removal thereof.

## **ARTICLE 6 - WORK CLOTHES, TOOLS, UNION PRODUCTS AND SERVICES**

- (a) The Company shall provide and maintain coveralls on an exchange basis and free of charge, to all plant and yard employees, and to service technicians and truck drivers making installations, doing service or dirty work. Employees will exercise a degree of individual responsibility and the Company's management will exercise a degree of reasonableness; however no reasonable request will be denied.

The coveralls shall bear a Union label and shall be provided and serviced by a firm having an agreement with the Teamsters Union if one is available in the site area and no employee shall be discharged for refusing to wear coveralls that are not so labelled and serviced.

When required by the type of job being performed, the Company shall also make available, free of charge, rubber clothes and gloves.

The Company shall supply without charge any equipment as required by WorkSafeBC.

- (b) Should the Company require an employee to wear a uniform, the employee shall wear a uniform and the Company shall pay 100% of the cost of the uniform and 100% of the cost to clean same uniform. The Company will supply the required components of a uniform for compliance by employee.
- (c) Upon proof of payment, the Company will reimburse service technicians, truck drivers and plant operators, who are regular employees, up to two hundred dollars (\$200.00) per year for CSA approved safety shoes required to be worn in the performance of their duties in 2014, with an additional five dollars (\$5.00) per year in each succeeding year of this Agreement.

Full time Plant Operators and Cylinder Truck drivers will receive an additional one hundred dollars (\$100.00) per year, on an exchange basis, in the event that a second pair of CSA approved safety shoes is required.

Reimbursement will be paid upon receipt of replacement safety shoes, but not more than once annually on the employee's anniversary date, provided he has six (6) months seniority.

- (d) Any subsequent safety clothing/equipment requiring replacement will be provided on an exchange basis. Employees will exercise a degree of personal responsibility and the Company's management will exercise a degree of reasonableness; however no reasonable request will be denied.
- (e) The Company agrees to replace all tools, stolen, burnt, or broken while in Company vehicles or on Company premises. The employee will be responsible to provide the Company annually with a complete inventory of his tools.
- (f) If available in the area, all vending machines of any type provided in the Company's sites for the exclusive use of the employees shall be provided by a company having an agreement with the Teamsters Union and further, all products contained therein shall be union-made products. The Company shall have no responsibility for said machines or products.

## **ARTICLE 7 - UNION NOTICES**

The Company will provide at each site, a bulletin board on which shall be posted a copy of this Agreement, the current seniority list, copies of the health and welfare and pension plans and Union notices of direct interest to the employees that are approved by a Union business agent.

## **ARTICLE 8 - CONFLICTING AGREEMENT**

The Company agrees not to enter into any agreement or contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any legislation of the Province of British Columbia or Canada. Any such agreement will be null and void.

## **ARTICLE 9 - PROTECTION OF RIGHTS**

### **Section 1 - Human Rights**

The parties agree that they will not discriminate on the basis of any prohibited grounds of discrimination as provided in the British Columbia Human Rights Code; and hereby vest an Arbitrator with the power to apply this legislation.

### **Section 2 - Valuing Diversity**

The parties value the diversity that employees bring to the workplace and recognize such diversity can provide a competitive advantage.

### **Section 3 - Workplace Environment**

- (a) The parties recognize the right of all employees to work in an environment free from sexual or workplace harassment and to be treated fairly and with respect in the workplace. It is the

intention of the parties to provide a workplace environment that is productive and promotes both the dignity and self-esteem of all individuals.

- (i) For the purpose of this provision, Sexual Harassment means any unwelcome behaviour of a sexual nature that causes offense or humiliation to any individual or that might be perceived by the employee as placing a condition of a sexual nature on any employment relationship.
  - (ii) For the purpose of this provision, Workplace Harassment means any unwelcome behaviour which creates an intimidating, threatening, or hostile work environment such that an employee's performance is impaired, the employment relationship is adversely affected or an individual's dignity or respect is denied.
- (b) Any proven cases of sexual or workplace harassment will result in discipline up to and including termination of employment.

#### **Section 4 - Rights and Obligations**

- (a) It shall not be a violation of this Agreement or cause for discipline, including discharge, of any employee in the performance of his duties to refuse to cross a legal picket line recognized by the Union. Each party shall notify the other as soon as possible of the existence of any picket line(s).
- (b) In the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement.
- (c) In the event of a strike by the employees of any other firm with which the Company does business, the Company will not ask its employees to perform any labour they do not ordinarily perform.
- (d) It is mutually agreed that there shall be no strike, lockout or slowdown whether sympathetic or otherwise during the term that this Agreement shall be in force.

#### **ARTICLE 10 - TRANSFER OF TITLE OR INTEREST**

- (a) This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) The Parties hereto shall not use any leasing device to a third party to evade this Agreement except as expressly stated otherwise in this Agreement.
- (c) The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union prior to the time the

Company executes the contract of sale, lease or transfer. The Union shall also be informed of the nature of the transaction, not including financial details.

In the event the Company fails to give notice as herein required or fails to provide the Union with particulars herein required, the Company shall be liable to the Union and to the employees covered by this Agreement, for all loss or damages sustained as a result of such failure.

- (d) The Company shall not require, as a condition of continued employment, that, any employee purchase any truck or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

## **ARTICLE 11 - GRIEVANCE PROCEDURE AND ARBITRATION**

Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance. Before a grievance is formally lodged, the employee shall first discuss the matter with the Company. This will not prevent the Union or Company from exercising its rights under paragraph (f) of this Article.

Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within thirty (30) days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the applicable legislation.

**STEP 1:** The employee(s) involved, by themselves or with the shop steward or with the Union representative, shall first take up the matter with the Company, within thirty (30) days of the grievance arising.

**STEP 2:** If the question is not satisfactorily settled this way, the grievor and/or the shop steward, along with the Union representative if requested, shall discuss the matter with the Company within ten (10) working days. At this step, the grievance shall be put into writing and if a solution to the dispute is reached, it shall be final and binding.

**STEP 3:** If the procedures set forth in Step 2 do not result in a solution being reached within ten (10) days, the matter will be referred to an officer of the Union and a management representative of the Company, and they shall meet within seven (7) days, or within such further period as the parties agree in writing, to attempt resolution. If a solution is reached, it will be agreed to in writing and shall be final and binding.

**STEP 4:** Failing settlement by the Parties under Step 3, either Party may refer the matter to an Arbitrator who will meet with the authorized representatives of the Union and the Company to hear both sides of the case.

- (a) If the parties fail to agree upon an Arbitrator within five (5) days (excluding Saturdays, Sundays and General Holidays) after one (1) Party has served written notice on the other Party of its

intention to refer the matter to an Arbitrator, the Minister of Labour will be requested to appoint an Arbitrator.

- (b) If the Arbitrator finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been unjustly suspended or discharged or laid off, that employee shall be reinstated by the Company without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension, discharge or layoff had not taken place. However, if it is shown to the Arbitrator that the employee has been in receipt of wages from other jobs during the period of discharge or suspension or layoff and reinstatement, the amount so received shall be deducted from wages payable by the Company pursuant to this clause less any expenses which the employee has incurred in order to earn the wages so deducted. Also the Arbitrator, if circumstances are established before him, which in the opinion of the Arbitrator makes it just and equitable to do so, shall have the authority to order the Company to pay less than the full amount of wages lost.

The Arbitrator shall be required to hand down his decision within fourteen (14) days (excluding Saturdays, Sundays and General Holidays) following completion of the hearing and his decision will be final and binding on the two (2) Parties to the dispute and shall be applied forthwith. This time limit may be extended by agreement of the Parties.

- (c) The Arbitrator shall have the authority to determine whether a particular issue is arbitrable under this Agreement. However, he shall not be vested with the power to change, modify or alter any of the terms of this Agreement, except where specifically permitted herein, but this shall not limit his other general powers as an Arbitrator.
- (d) Each Party shall pay its own costs and expenses of Arbitration and one-half (½) of the compensation and other expenses of the Arbitrator.
- (e) Any discharged or suspended employee may, within seventy-two (72) hours of his discharge or suspension, in writing, require the Company to give him reasons for his discharge or suspension, and the Company shall give such reasons to him, in writing, within seventy-two (72) hours of receiving such request. The seventy-two (72) hours shall be within three (3) working days excluding weekends. The Union will be copied on same. Only such reasons set forth may be used before the Arbitrator.
- (f) An authorized agent of the Union or Company may invoke the Grievance Procedure contained in Article 11 herein at Step 3, as the grieving party on behalf of the Union or on behalf of both the employee or employees concerned and the Union.
- (g) An employee will be entitled to receive a copy of any disciplinary record placed on their file, including written reprimands. Any adverse statements will be removed from an employee's file two (2) years after their date of occurrence. Safety violations, as described in the Company's Safety Handbook, will remain on the employee's file for two (2) years for employees hired prior January 1, 2011, and three (3) years for employees hired on or after January 1, 2011.

## **ARTICLE 12 - SENIORITY**

### **Section 1 - Principles**

- (a) Each employee's seniority shall be Company-wide within the geographic area of jurisdiction in which the employee is a Union member, excepting that there shall be two (2) separate geographic areas within the jurisdiction of Local 213: (i) Lower Mainland; (ii) Interior.
- (b) The principle of seniority shall be maintained in the reduction and restoration of the working force, provided the senior employee is qualified and capable of performing the remaining job.
- (c) No employee shall have bumping rights to select their preferred job or site of work except as specifically permitted in this Article.
- (d) Ability to perform a job shall be determined by the Company, but it is subject to Article 11.
- (e) In the event of a position vacancy a qualified senior employee shall be assigned and have the right of refusal to the vacant position; however, the Company has the right to immediately assign a qualified junior employee(s) or fill the vacancy on a temporary basis until the position vacancy is filled according to Section 2(a).
- (f) For qualified employees, shifts shall be allotted according to seniority.

### **Section 2 - Job Posting**

- (a) Where a vacancy occurs or a new job is created, such job shall be posted for seven (7) consecutive working days on the bulletin boards at each site within the geographic area in which the vacancy exists. The Company shall fax a copy of the job posting to the Local Union office responsible for the geographic area. The job postings shall include classification, shift schedule (i.e. 5x8/4x10), type of shift (day/afternoon), shift start time and rate of pay.
- (b) Any permanent changes to a driver's shift, such as shift schedule, shift start time or type of shift (8 hour or 10 hour) will be considered a new shift and the shift will be re-posted. Regular employees will be provided the opportunity to select any subsequent available shift vacancies after the initial shift vacancy posting is filled. Shift vacancies caused by the initial posting will be posted and filled by seniority pursuant to Section 12 (2)(a) within seven working days or as soon as practicable.
- (c) The senior applicant within the geographic area who has the ability and credentials to perform the job or who can acquire the ability and credentials to perform the job through a reasonable period of training not to exceed thirty (30) working days, will be assigned to the job.

If, within this thirty (30) working day period, the employee's performance is found unsatisfactory by the Company or the employee finds the job unsatisfactory, the employee will be given the opportunity to return to his former position without loss of seniority.

- (d) Any employee transferring to a different classification shall be allowed a reasonable period of trial up to ninety (90) calendar days, including the thirty (30) working days period referred to in

Section 2 (c), herein; and if found unsatisfactory by the Company or the employee finds the job unsatisfactory within sixty (60) calendar days, shall be given the opportunity of going back to his former position without loss of seniority.

- (e) The employee must immediately take up residence within reasonable commuting distance of the site to which he is transferring or being transferred to, provided that it does not adversely impact the employees' ability to perform their job and does not adversely impact customer service. If the Company feels that the employee is not making proper effort to move his residence in a reasonable time considering the housing situation, the Company shall contact the Union involved who will investigate the situation and consult the member as to what should be done. Failure to resolve the matters contained in this paragraph to everyone's satisfaction, the matter may be grieved.
- (f) The Company may hire whoever they wish to fill vacancies if no employee in the geographic area makes application subject to Article 2, Section (c) of this Agreement.
- (g) For any temporary position posting, the Company will canvass all senior qualified employees for the position. When the temporary position ends, the employee in the temporary position will revert to their previously held job.
- (h) Dual classification of Service Technician/Truck Driver shall be implemented and posted only by mutual agreement between the Union and the Company.
- (i) Dual classification of Plant Operator/Truck Driver may be implemented in sites employing four (4) or less field employees.
- (j) A probationary employee who has successfully received a new position will not be eligible, at the Company's discretion, to be considered for another position within the following six month period.

### **Section 3 - Probationary Period**

All probationary employees will be on probation for the first ninety (90) working days from the date of hire or seven hundred and twenty (720) hours, whichever is greater, and will not have seniority rights during that period. The employment of a probationary employee may be terminated at any time during such probationary period for any work-related reason. After completion of the probationary period, an employee's seniority will date back to their date of hire.

### **Section 4 - Reduction and Recall of Forces**

- (a) In the event of a necessary layoff at a particular site, the most junior employee(s) at that site will be provided written notice of layoff and the following three options:
  - (i) exercise seniority over another employee in their geographic area and bump into that position;
  - (ii) accept the layoff retaining seniority rights for recall for available work for a period of up to twelve (12) months; or

- (iii) accept the layoff and waive recall rights instead electing to accept the full severance as outlined in Article 23 (Severance Pay).
- (b) The employee subject to layoff must indicate their decision in writing no later than five (5) business days from receipt of layoff notice. If the employee does not indicate otherwise in writing within the time frame provided, the Company will deem the employee to have accepted the layoff retaining seniority rights but has waived bumping rights.
- (c) If any employee moves to another site by his own decision to exercise his seniority as the result of a layoff, he shall pay his own moving expenses. However, if an employee is moved to another site at the request of the Company, the Company shall pay all reasonable costs attached in the moving of the employee and his family, as provided by Company policy.
- (d) The employee must immediately take up residence within reasonable commuting distance of the site he is transferring to or being transferred to, provided that it does not adversely impact the employees' ability to perform their job and does not adversely impact customer service. If the Company feels that the employee is not making proper effort to move his residence in a reasonable time considering the housing situation, the Company shall contact the Union involved who will investigate the situation and consult the member as to what should be done. Failure to resolve the matters contained in this paragraph to everyone's satisfaction, the matter may be grieved.
- (e) If any employee does not use his seniority to go to work at another site, or if he does not have enough seniority to bump another employee, the laid off employee shall be given first (1<sup>st</sup>) recall rights to available work for a twelve (12) month period at any site within the geographical area. At the expiry of that time, the employee shall lose his seniority/recall rights, be terminated and shall receive his severance pay.

A laid off employee (or an employee who exercises their seniority to bump a more junior employee) will have a first recall right (or a first right to be reinstated into that previous position) if his previous job is reintroduced within the 365 day period following layoff (or the exercise of their seniority rights), unless a more senior qualified employee on layoff in the geographical area applies for same. If an employee declines an opportunity provided to return to his site of origin on a full time basis, he forfeits any remaining recall rights to his site of origin.

- (f) Seniority shall be lost if an employee after layoff fails to report for work within five (5) working days after being recalled by telephone and registered letter.
- (g) A senior truck driver will not suffer job loss due to a junior dual Service Technician/Truck Driver within a site involving a reduction of forces.
- (h) A recalled employee will have their benefits reinstated as of the first day of the month following their recall. A laid off employee will have their benefits continue only through that month in which they were laid off.



## **Section 5 - Seniority List**

A seniority list shall be prepared of all employees in the bargaining unit, within thirty (30) days of the signing of this Agreement, setting out the employee's name, starting date and classification. A copy of the seniority list shall be mailed to the Union and shall be revised once each six (6) months thereafter as requested by the Union.

## **Section 6 - Reinstatement**

A former bargaining unit employee, who has been promoted by the Company to a position outside of the bargaining unit and finds the job unsuitable, or the Company finds the worker unsuitable, shall be reinstated in the bargaining unit position the Employee held at the time of the promotion provided the Employee was not out of the bargaining unit for more than ninety (90) days.

## **ARTICLE 13 - TECHNOLOGICAL AND MECHANICAL CHANGES**

### **Section 1 - Definition**

"Technological Changes" mean the introduction and utilization of vehicular and other equipment changes which have not previously been used within the propane industry as covered by the bargaining unit and the use of which results in the termination or the laying off of regular employees.

### **Section 2 - Recognition by Parties**

The Parties to this Agreement recognize that Technological 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.

### **Section 3 - 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 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 Technological Changes will have on the number of employees within the bargaining unit.
- b) The probable effect on working conditions.
- c) Any changes in job classifications.

### **Section 4 - Dislocated Employees**

In the event Technological 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 12, Seniority and/or Article 23, Severance Pay.

## **Section 5 - Retraining and Upgrading**

The Parties jointly and individually will undertake with the assistance of Human Resources Development Canada and 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 Changes.

## **ARTICLE 14 - PAY DAY AND PAY STATEMENTS**

- (a) All employees covered by this Agreement shall be paid every second Friday all wages earned by such employees up to and including the Company's payroll cut-off date.
- (b) The Company shall provide every employee on each pay day, an electronic itemized statement in respect of all wage payments to such employee. Such statement shall set forth the total hours worked, total overtime hours worked, the rate of wages applicable and all deductions made from the gross amount of wages.
- (c) If an error occurs on an employee's paycheque, equivalent to one (1) or more day's pay, he shall be entitled to payment as soon as possible but not later than the first (1<sup>st</sup>) Friday following the pay day on which the error was made, for such shortage. The employee shall make such request within twenty-four (24) hours of receiving his pay stub.

## **ARTICLE 15 - ANNUAL VACATIONS**

### **Section 1 - General Provisions**

- (a) The period used to calculate each employee's vacation pay shall be from May 1st of each year to April 30th of the following year. However, each employee's start date anniversary shall be used to calculate actual vacations an employee is entitled to receive.

If an employee takes his vacation after April 30th of any year, he will only be paid up to April 30th and his earnings after April 30th shall be carried over to his next vacation year of May 1st to April 30th.

- (b) In any year where an employee has not qualified for a full vacation as a result of accident or illness, the employee will still be credited with a year of service to determine future vacations.
- (c) Following completion of the vacation administration year (after May 1) and prior to an employee going on vacation, the Company shall calculate vacation pay entitlement for the previous period taken versus earned, and pay any vacation adjustment monies owing on the employee's pay statement (annual vacation adjustment). An employee can contact payroll to request information about his vacation pay calculation. The Company will provide information, including making available a written statement to the employee upon request, which shall indicate the period for which vacation pay was calculated (i.e. on percentage basis or weekly wages), and shall include all overtime, commissions or anything else of a monetary value on which an employee has to pay income tax.

- (d) Employees entitled to more than three (3) weeks of vacation may make a request to "cash out" a minimum of five (5) to a maximum of ten (10) vacation days, and forfeit the applicable time off in that year. Such request must be made in writing, no later than August 31. Payment for the requested "cash out" days will be made no later than the last pay period in November.
- (e) Absence by reason of accident or illness shall be counted as hours worked in the intervening years between an employee's first year and final year of employment for a period not to exceed five hundred (500) hours if the employee has less than fifteen hundred (1500) hours of work in that year to qualify for a 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.

## **Section 2 - Vacation Time**

- (a) The Company shall post a blank vacation schedule on the bulletin board at each site by January 15th of each year. The employees must have completed posting their vacation request before March 15th. Any employee not having posted his request by this date will be assigned a vacation period by the Supervisor/Market Manager. Employees will be allowed to choose weeks in which General Holidays fall. The vacation schedule shall only contain the names of employees covered by this Agreement who are members of the Union or who shall become members of the Union.
  - (i) Each employee within the Geographic area, in order of seniority by classification, shall then designate the date they desire to have as their vacation period. There shall be two (2) separate geographic areas within the jurisdiction of Local 213: (i) Lower Mainland; (ii) Interior. An employee, whose vacation entitlement increases after May 1<sup>st</sup>, may request the additional vacation entitlement to be taken after their anniversary date. This additional entitlement may only be scheduled after March 15<sup>th</sup> and prior to March 31<sup>st</sup> and shall not affect any previously scheduled employees' vacation. (Example: A worker with an anniversary of October 1<sup>st</sup> may only book their additional vacation time between October 1<sup>st</sup> and May 31<sup>st</sup> and only after March 15<sup>th</sup>)
  - (ii) No other employee of the Company shall be allowed to have his vacation period interfere with the vacation period of an employee covered by this Agreement.
  - (iii) Once an employee establishes the dates for his vacation, the Company may not alter those dates without the consent of the employee, nor may the employee alter such dates without consent of the Company.
  - (iv) If an employee is unable to take his vacation as a result of illness or injury, he shall be entitled to reschedule his vacation during any available vacation period. Such rescheduled vacation shall not affect other employees' vacations that have been scheduled in accordance with sub-section (a).
- (b) Employees entitled to more than three (3) weeks may take them off consecutively by mutual agreement between the Company and the employee. Subject to the terms of this Collective Agreement, no reasonable request will be denied.

### Section 3 - Entitlement

Vacation entitlement shall be paid as follows:

(a)

<b>Years of Service</b>	<b>Length of Vacation</b>	<b>Vacation Pay</b>	<b>Equivalent Percentage</b>
Less than 1 year	None	None	4%
One year, but less than 3 years	2 Weeks	Base rate multiplied by 80 hours	4%
Three years, but less than 9 years	3 Weeks	Base rate multiplied by 120 hours	6%
Nine years, but less than 15 years	4 Weeks	Base rate multiplied by 160 hours	8%
Fifteen years, but less than 20 years	5 Weeks	Base rate multiplied by 200 hours	10%
Twenty years or more	6 Weeks	Base rate multiplied by 240 hours	12%

(b) Vacation Top-Up

Following completion of the vacation administration year (December 31) the Company shall calculate any additional vacation pay to which the employee is entitled from the previous calendar year, based on vacationable earnings as defined by provincial Employment Standards.

The table containing the chart of vacationable earnings shall be made available to the employee upon request to their supervisor.

Such additional vacation pay shall be calculated at the employee's earned vacation rate as of December 31, of the year immediately preceding the payment of such funds.

The calculation and processing of such additional vacation pay shall be completed by the last pay period in May.

### Section 4 - Payment on Termination

If an employee leaves the employ of the Company, the employee will be paid vacation pay, calculated on the percentage basis and entitlement as set out in Article 15, section 3(a), for any outstanding vacation entitlement earned and owing.

## Section 5 – Employee Vacation Limit

- (a) A maximum of twenty percent (20%) (minimum of one (1)) in each classification (driver, service technician, plant operator and clerical) will be allowed to take vacation at any one (1) time. The total number of employees away from work at any one (1) time on vacation, day in lieu of a General Holiday, Floating Holiday, banked overtime, leave of absence will not exceed the maximum of twenty percent (20%) (minimum of one (1)) allowed off on vacation at any one (1) time, except by mutual agreement.
- (b) Numbers will fluctuate depending on the number of employees working in classifications. Anything over 0.5 will be rounded up to a whole number.

## ARTICLE 16 - GENERAL HOLIDAYS

### Section 1 - General Holidays

- (a) All employees shall be entitled to the following General Holidays, with pay, based on a regular work day, 8 or 10 hours shift at their applicable rate.

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

- (b) If the Federal or Provincial Governments declare or proclaim any other day than those listed herein as a General Holiday, then the employees covered by this Agreement shall receive such day off with pay as set out herein for such other days.
- (c) Employees who are required to work a shift which commences at any time during a General Holiday, or a shift which carries over into a General Holiday shall in addition to their regular holiday pay, receive double their hourly rate for all hours worked during that shift (triple time).
- (d) It is agreed that the General Holiday shall take place when specified or proclaimed as a legal Holiday by the Federal or Provincial Governments.
- (e) Employees who are laid off within seven (7) working days prior to a General Holiday occurring shall be entitled to such General Holiday with pay. Employees who are eligible for General Holidays with pay who are absent either the day before or the day after a General Holiday shall be entitled to such General Holiday with pay provided they are absent for a legitimate illness or accident.

Employees who are absent and in receipt of Workers' Compensation or Weekly Indemnity benefits will not receive (Statutory) Holiday pay from the Company.

- (f) Should a General Holiday fall on a non-working day and/or an employee's day off, the employee will be entitled to an alternate day off with pay which shall be a day immediately preceding or immediately following his regular weekly days off; or by mutual agreement with the Company, one extra day's pay.

## **Section 2 - Personal Floating Holiday**

Employees shall be granted a floating holiday, with twenty-eight (28) days' prior notice given to the Company if the holiday is taken between December 15 and January 5, and 14 days prior notice if the holiday is taken at any other time of year.

## **Section 3 – Employee Holiday Limit**

- (a) A maximum of twenty percent (20%) (minimum of one (1)) in each classification (driver, service technician, plant operator and clerical) will be allowed to take vacation at any one (1) time. The total number of employees away from work at any one (1) time on vacation, day in lieu of a General Holiday, Floating Holiday, banked overtime, leave of absence will not exceed the maximum of twenty percent (20%) (minimum of one (1)) allowed off on vacation at any one (1) time, except by mutual agreement.
- (b) Numbers will fluctuate depending on the number of employees working in classifications. Anything over 0.5 will be rounded up to a whole number.

## **ARTICLE 17 - SEPARATION OF EMPLOYMENT**

- (a) If an employee leaves the Company, either voluntarily or involuntarily, all monies owing to the employee will be paid at the next regular payday, and the employee's Record of Employment will be processed and forwarded at that time.
- (b) An employee's final pay and Record of Employment will be mailed directly to the employee's home address as recorded in the employee's file.

## **ARTICLE 18 - DAYS AND HOURS OF WORK AND OVERTIME**

### **Section 1 - Eight Hour Work Day and Overtime**

- (a) The regular work week for regular employees will consist of five (5) consecutive working days of eight (8) hours over a seven (7) day working week (work schedules will be Monday to Friday/Tuesday to Saturday/Sunday to Thursday).
- (b) Overtime pay at the rate of (1½ X) shall apply in excess of eight (8) hours per day worked and double time (2X) shall apply in excess of ten (10) hours per day worked, or the appropriate overtime (1½ X) shall apply in excess of forty (40) hours worked per week and (2X) shall apply in excess of forty-eight (48) hours worked per week in a seven (7) day working week (exclusively of daily overtime).

Saturday and Sunday are straight time unless they are the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day worked in a seven (7) day working week, in which case the appropriate overtime rate (1½ X or 2X respectively) shall apply.

Any scheduled overtime shall be posted at the site and employees shall have the opportunity to work the overtime based on seniority.

- (c) Any regular employee who is called out on a regular work day shall be paid not less than eight (8) hours' pay.
- (d) Employees who do not receive a minimum of eight (8) hours break between the completion of one shift and the start of the next shift shall be paid double time (2X) rates of pay.
- (e) 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 at double time (2X), but after completion of the duty he was called for, he may book off work with a minimum of two (2) hours' pay at double time (2X).
- (f) Any employee required to commence his shift prior to 6:00 a.m. or later than 2:00 p.m., shall only work eight (8) hours and shall receive an hourly premium of one dollar and fifty cents (\$1.50) for each hour worked. The company shall deliver to the Union semi-annually, a list of the names of such employees, the shifts worked and the amounts paid. No premium will be payable when the earlier or later start time is at the request of the employee, and agreed to by the Company.
- (g) Employees may bank up to one hundred and twenty (120) hours of overtime each year by indicating the hours to be banked on their time sheet. Employees may request in writing to use banked overtime as paid time off, in a minimum of two (2) hour increments, from November 1 – October 31, excluding during the Blackout Period (except by mutual agreement). The Company shall respond within seventy-two (72) hours to an employee's request to take banked time off.
  - (i) The Blackout Period is from December 1 to January 15.
  - (ii) It is intended that employees will sign up annually for banked overtime.
  - (iii) The Company will keep a record of all banked overtime which will be available for review by the employee.
  - (iv) 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.
  - (v) Overtime credits in a banked status on October 31<sup>st</sup> (or at termination of employment) shall be paid out as earnings on the following pay statement.
- (h) Any employee who feels he is required to work excessive overtime shall have the right to speak to his Supervisor/Market Manager about this, and the Supervisor/Market Manager will ensure that the employee is scheduled in such a way as to ensure time for adequate rest to allow him to perform his job at proper standards.

All overtime shall be distributed on an as equitable a basis as possible amongst employees able to perform the required work.

Where an employee has a previous legitimate commitment or illness in the family provided he informs his Supervisor/Market Manager in advance or as soon as possible, said Supervisor/Market Manager will avoid having that employee work overtime.

- (i) All employees engaged in dirty work shall receive an adequate wash-up period as part of their work time. Where service technicians in their duties of either repairing faulty installations or making a new installation are required to go under buildings or into areas which are filthy or dirty in nature as compared to their normal type of duties, shall receive time and one-quarter ( $1\frac{1}{4}$ ) of the rate applicable at that time, i.e. either straight time rates, or if on overtime, of the overtime rates. The employee shall claim for such dirty money on his time sheet.
- (j) Employees required to report for work which necessitates them being absent from their home overnight, shall be paid travelling time to a maximum of eight (8) hours in each twenty-four (24) hours required to travel to and from the job, plus all transportation, hotel and meal expenses. In addition, a premium bonus of fifty cents (50¢) per hour shall be paid to the employee(s) for all time actually spent on the job.  
  
If any employee is required to travel on a General Holiday, then such travelling time shall be at double time (2X) rates.
- (k) Any shift exchanges between employees must be without additional cost or penalty to the Company.

## **Section 2 - Ten Hour Work Day and Overtime**

The Parties agree that the following are the terms and conditions under which ten (10) hour work days may be implemented:

- (a) The Company shall have the right at any time to operate any business site on a ten (10) hour consecutive work day(s) over a seven (7) day working week for regular employees, at straight time rates. Employees can be assigned to work either Sunday or Saturday, and by mutual agreement Saturday and Sunday at straight time.
- (b) Overtime pay at the rate of double time (2X) shall be paid for all hours worked in excess of ten (10) hours per day, or forty (40) hours per week (exclusive of daily overtime).  
  
Any scheduled overtime shall be posted at the site and employees shall have the opportunity to work the overtime based on seniority.
- (c) Sick pay and General Holiday pay will be paid based on ten (10) consecutive hours per day.
- (d) The banking of overtime and the pay out of same will be recorded in units of ten (10) hours at the applicable classification rates as provided for in Appendix A and Article 18, Section 1 (g).
- (e) Employees called out to work a regularly scheduled ten (10) hour work day will be guaranteed ten (10) hours' pay.
- (f) Any shift exchanges between employees must be without additional cost or penalty to the Company.
- (g) Employees may bank up to one hundred and twenty (120) hours of overtime each year by indicating the hours to be banked on their time sheet. Employees may request in writing to use banked overtime as paid time off, in a minimum of two (2) hour increments, from November 1 –



October 31, excluding during the Blackout Period (except by mutual agreement). The Company shall respond within seventy-two (72) hours to an employee's request to take banked time off.

- (i) The Blackout Period is from December 1 to January 15
- (ii) It is intended that employees will sign up annually for banked overtime.
- (iii) The Company will keep a record of all banked overtime which will be available for review by the employee.
- (iv) 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.
- (v) Overtime credits in a banked status on October 31<sup>st</sup> (or at termination of employment) shall be paid out as earnings on the following pay statement.

### **Section 3 - Standby**

In the event an employee is required to be on "Standby for callouts" outside of the employee's normal work schedule, such employee shall receive a payment of 1 hour's pay per day at straight time rate if required for a 5 day period - 24 hours per day, or 2.5 hours' pay per day at straight time rate, if required for weekends or long weekends - 24 hours per day. The Company will determine the need for standby, schedule standby, and assign equipment from site(s) and employees to the standby schedule. Employees may elect to bank their standby instead of receiving payment by indicating the hours to be banked on their timesheet.

Standby time pay will apply once standby is scheduled in advance:

- whether employee is called out or not
- be in addition to the overtime rates of pay for time worked when an employee is called out in accordance with Article 18, Sec. 1 (e).

### **ARTICLE 19 - EATING AND REST PERIODS**

- (a) No employee shall be required to work longer than four (4) hours without a minimum of one-half ( $\frac{1}{2}$ ) unpaid hour to a maximum of one (1) unpaid hour off for the purpose of eating lunch. Employees eating lunch shall not be interrupted during such lunch period. An afternoon lunch break will not be allowed except as provided for item (c) below.
- (b) Employees will be entitled to a fifteen (15) minute break in the morning and afternoon without loss of pay. The first break in the morning must not be taken before at least one and one-half ( $1 \frac{1}{2}$ ) hours have been worked that day.
- (c) If an employee is to work more than one (1) hour overtime, a rest break shall be allowed before commencement of the overtime. If overtime worked goes beyond two and one-half ( $2 \frac{1}{2}$ ) hours after normal working hours, then the employee shall be allowed one-half ( $\frac{1}{2}$ ) hour eating time at overtime rate and up to twenty dollars (\$20.00) allowance amount for a meal, upon producing a receipt.

Employees travelling to remote areas will be reimbursed actual expenses and will not be limited to the aforementioned meal allowance amount.

Such expenses must be itemized on an Expense Claim as provided by the Company, and, upon approval by the Supervisor/Market Manger, will be reimbursed by cheque directly to the employee.

#### **ARTICLE 20 - COMPENSATION COVERAGE**

- (a) When an employee is injured at work and goes on Workers' Compensation, he shall, when his doctor signifies that the employee may go to work, be returned to the payroll at his previous job and rate of pay for a period of up to one (1) week, to see if he is able to do the job he held at the time of injury.
- (b) If the employee is unable to do the job the employee held at the time of injury, the Company will try to place the employee in a job which the employee can do. If this is impractical and the employee's services are terminated, then the employee shall be entitled to one (1) week's full pay based on the employee's pay at the time of severance, for each year of service commencing after the first (1<sup>st</sup>) year of service. Entitlement to severance is due to job loss provided the employee is no longer eligible for continuing entitlement to Workers' Compensation/Health & Welfare benefits.

#### **ARTICLE 21 - INVALID PROVISIONS & REPLACEMENT THEREOF**

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a 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 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 11.

#### **ARTICLE 22 - INSPECTION PRIVILEGES**

After informing the Company, an authorized agent of the Union shall have access to the Company's sites during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided there shall be no interruption of the working schedule excepting as set out in the Grievance Procedure.

#### **ARTICLE 23 - SEVERANCE PAY**

- (a) Severance pay shall apply to any employee who is covered by the terms of this Agreement, provided that his termination arises out of or is attributable to:
  - (i) A decrease in the number of jobs due to loss of business, or

- (ii) The introduction of equipment or any method of operation which reduces the number of employees as defined in Article 13 (Section 1), herein, provided he has one (1) year or more continuous service with the Company.
  
- (b) Severance pay shall accrue at the rate of two point five (2.5) weeks' full pay based on the employees' pay rate at the time of the severance for each year of service, commencing after the first (1<sup>st</sup>) year of service, to a maximum of seventy (70) weeks, unless the employee chooses to retain his seniority recall rights as provided in Article 12, Section 4 (d). However, if the employee is not recalled to work within the stipulated period of twelve (12) months, the employee shall receive severance pay as accrued to the date of termination.

#### **ARTICLE 24 - SAFETY AND HEALTH & SANITARY FACILITIES**

- (a) The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment including a proper first aid kit in each service and delivery vehicle.
  
- (b) Any employee suffering any injury or illness while in the employ of the Company must report same to his Supervisor/Market Manager immediately, or as soon thereafter as is practicable, and a complete record of all such cases must be kept by the first-aid attendant or the Company in the absence of a first-aid attendant. No employee shall be refused the right to seek medical attention. The employee will use their best efforts to schedule such treatment outside of their regular work day.
  
- (c) If an employee is required to take time off during working hours to receive medical treatment in regard to any compensable illness or compensable injury he has received or incurred on the job, he shall not suffer a reduction in regular pay to a maximum of eight (8) or ten (10) hours, as the case may be, for each such day.
  
- (d) Any employee who considers that any practice being carried out within the premises is unsafe or detrimental to the health of any person working therein, shall have the right to speak to his or her Supervisor/Market Manager about the matter. If the situation is not corrected in a reasonable period of time, the matter may be considered cause for a grievance to be handled through the Grievance Procedure.
  
- (e) The Company may make safety regulations in keeping with the requirements of the business. Failure on the part of an employee to comply with such regulations may warrant suspension or dismissal depending on the infraction as defined in Superior Propane's Safety Handbook for Employees and Contractors.
  
- (f) The Company agrees to abide by all WorkSafeBC regulations as they apply.
  
- (g) In the event business conditions at Coquitlam Site reduce Shipper/Plant Operator to one employee on afternoon shift, the Company will meet with the Union to address safety concerns.
  
- (h) Joint Health and Safety Committees will be required in all geographic areas or as required by applicable legislation. These committees will meet monthly to review policies and regulations and resolve any safety related issues.

- (i) Where mandated by a customer to have completed drug and alcohol testing for access to their facilities, the Company will solicit employees to voluntarily submit to a drug and alcohol test.
- (j) Except as otherwise mutually agreed between the Parties hereto, the Company agrees to maintain clean, sanitary washrooms, having hot and cold running water and waterless hand cleanser and towels, serviced by a Teamster company where such is available, in sufficient quantity with toilet facilities, clothes closets or lockers of a suitable size for the protection of employees' clothes and personal belongings, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.

#### **ARTICLE 25 - MANAGEMENT RIGHTS**

Subject to the terms of this Agreement, the Union agrees that the Company has the exclusive right to manage the Company's operations, to direct the working force and to hire, promote as set out in this Agreement, demote for just cause, discipline and dismiss for just cause, or lay-off employees, to assign to jobs, and to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling and to make rules and regulations to comply with applicable provincial and federal regulatory agencies. The Union shall be provided with access to such rules and regulations upon request and such rules shall in no way be discriminatory in nature.

#### **ARTICLE 26 - BONDING AND LICENCING**

- (a) If at any time the Company requires any employee thereunder to be bonded, it is agreed that the Company shall then request the employee to fill in an application, approved by the Union, to a recognized bonding firm selected by the Company, and the cost of such bonding shall be paid for by the Company. A copy of the application form shall be provided to the Union.
- (b) Each prospective employee shall be required to complete the approved application form and an insurance form as required by the Company's insurers; however, subsequently, no employee shall be required to give further information for any reason, either verbally or in writing, about their personal vehicles or insurance, unless such vehicle is used on Company business, and the employee receives mileage for same. The Company shall have the right to request employees who are required to drive Company vehicles, to prove at any time that they have a valid driver's licence. Failure to produce same, or to inform the Company of loss of same may subject the employee to immediate suspension or dismissal.

#### **ARTICLE 27 - TRANSPORTATION**

No employee shall be required to use his vehicle on Company business.

#### **ARTICLE 28 - MEDICAL EXAMINATIONS**

- (a) Any Company required physical or medical examinations shall be promptly complied with by all employees, provided however, the Company shall pay for all such physical or medical examinations and for any time lost as a result thereof during working hours.

Where a regular employee is required by the Company to take a medical outside of his regular hours of work, the Company shall pay, to a maximum of two (2) hours straight time wages for such time spent, excepting in instances where an employee is returning to work or is about to return to work following illness or disability.

- (b) If, following a medical examination under (a) of this Article, the employee is dissatisfied with the decision of the Company doctor, the employee may seek a decision from his personal doctor. Should the decision of the Company's doctor and the employee's doctor differ, the Company or the Union is entitled to direct that the employee be examined by a medical specialist whose specialty covers the disability. The Company's doctor and the employee's doctor, together, shall then select such a specialist, however, failing agreement within five (5) days, the College of Physicians and Surgeons shall be requested to make such appointment. The decision of the medical specialist shall be final and binding upon the parties involved. In all cases, the employee involved shall be entitled to copies of the medical reports.
- (c) An employee who has been absent from work because of illness or accident shall not suffer a reduction of his regular wages only because the Company requires a medical examination prior to the employee resuming work.
- (d) Whenever it becomes necessary for an employee to undertake tests for renewal of licences or tickets, the Company shall, upon request, provide appropriate equipment for this purpose. Time taken off for such purpose shall be paid for at the employee's regular rate.

Any driver with two (2) or more years of seniority who is required under the Motor Vehicle Regulations to undertake a physical examination as a condition of continuing to hold a valid driver's licence shall be reimbursed one hundred percent (100%) of the cost of the examination by the Company, provided a receipt is submitted to the Company.

## **ARTICLE 29 - TRUCK MAINTENANCE AND SAFETY**

It is to the mutual advantage of both the Company and the employees that employees should not operate vehicles which are not in safe operating condition and not equipped with the safety appliances required by law. The maintenance of equipment in a sound operating condition is not only a function but a responsibility of the Company and in respect thereto the following is agreed:

- (a) The Company shall not compel any driver to operate a vehicle in excess of the legal load limit and will not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement if employees refuse to operate such equipment.
- (b) All trucks owned or leased by the Company must have steps or other similar devices to enable drivers to get in and out of the body for safety purposes and all newly purchased equipment shall also be fitted with safety belts.
- (c) A form shall be supplied to the driver on which to report defects in equipment with sufficient copies so that the driver may retain a copy and so that the head office of the Company will have a copy of this report on file.

- (d) When a driver reports a defect in equipment, he must tag or mark the vehicle involved in such a manner so that any other employee will notice the defective equipment. It shall be the Company's responsibility to supply such tag or other marking devices. This tag is to be left on the vehicle in order to show the work has been completed and shall be removed by the outgoing driver.
- (e) In the event that a driver has his driver's licence revoked and other employment is not available with the Company, he shall be granted a leave of absence, without pay, and it shall not be a violation of this Agreement for him to accept employment elsewhere. This shall not interfere with the Company's right to discipline or discharge such employee.
- (f) It shall not be a violation of the Agreement for an employee to post the Teamsters' Union Label in a conspicuous place on a vehicle operated by the Union members so long as the Union Label does not mark or cause damage to the vehicle in any way.

### **ARTICLE 30 - LEGAL ACTION**

- (a) When an employee in charge of a Company vehicle is charged with a traffic violation (excluding a speeding charge) and is found not guilty in Police or Magistrate's Court, the Company shall pay one hundred percent (100%) of the employee's legal fees and shall pay the employee's wages for the time required due to such Court appearances, to a maximum of eight (8) or ten (10) hours daily, as the case may be, for each regular work day of presence in court.

However, if the employee is found guilty, he shall pay his entire legal fees and shall not be entitled to be remunerated for loss of wages due to such Court appearances.

Notwithstanding the foregoing, an employee before proceeding with any aforementioned court case shall make a complete written report to an official of the Company designated by the Company. Where there is doubt in the Company's mind as to the legitimacy of a driver's claim, the matter shall be discussed between the Company and the Union as to what course of action should be taken.

- (b) Employees must report any environmental issues, property damage, vehicle collisions, theft and all third party injuries involving Company equipment to their supervisors as soon as possible.

### **ARTICLE 31 - PAID ELECTION TIME OFF**

The Company shall not alter the regular or normal hours of employment of any employee to circumvent either this Agreement or the requirements of Section 48 of the Canada Elections Act and/or Section 200 of the Provincial Elections Act.

### **ARTICLE 32 - CLASSIFICATIONS AND WAGE RATES**

- (a) The classifications, wage rates and job descriptions for the effective period of this Agreement shall be those as set out in the Appendices attached hereto and forming part of this Agreement.

- (b) When an employee from a higher rated classification is requested to work, temporarily or until permanently reclassified at a lower rated classification, he shall continue to be paid at the rate of pay for the higher rated classification. When an employee from a lower rated classification is requested to work in a higher rated classification for two (2) or more hours, he shall be paid for the entire day at the rate paid for the higher rated classification.
- (c) When new categories of employment for which rates of pay are not established by this Agreement are put into use, rates governing such categories of employment shall be subject to negotiations between the Parties. The rate established shall be retroactive to the date of implementation. Failure by the Parties to resolve the matter, the Grievance Procedure may be invoked by either Party.

### **ARTICLE 33 - PROPER RECORDS KEPT**

Each employee shall, subject to the control of the Company, keep proper records and make due and correct entries therein, of all transactions and dealings and/or in reference to the business of the Company, insofar as the same comes under his jurisdiction and shall serve the Company diligently and according to the best of his ability in all respects, and account for all monies collected on behalf of the Company.

### **ARTICLE 34 - PERFORMANCE OF DUTY**

Each employee, while on duty shall devote the whole of his time, attention and energies to the performance of his duties and shall not, during the term of his employment at any time, alone or in partnership or in association be connected with or concerned with any other propane business.

### **ARTICLE 35 - SUB-CONTRACTING**

- (a) Notwithstanding anything else contained in this Agreement and subject to availability and competitive bidding pursuant to Section 35(b), the Company has the right to use sub-contractors for the following purposes:
  - (i) trucking during peak seasons when the volume is too great to be handled by the Company's own vehicles;
  - (ii) the hauling of propane or butane gas from the refinery to the Company's bulk storage facilities;
  - (iii) where the Company does not have suitable equipment for picking up various types of cylinders or delivering same to sites of installation;
  - (iv) when the Company has accounts which require large bulk deliveries in one drop and none of the Company vehicles are large enough to handle such single delivery;
  - (v) in the event of short term technical service projects and the Company does not have the employee capacity or employees available with the skills required; and
  - (vi) on the following conditions:
    - 1) The Company agrees to not contract out any work normally performed by employees if any employee is on layoff for lack of work at the time such contracting is introduced and none of the activities in 35 (a)(i) to (v) will cause the layoff of any employee.

- 2) That a record of the volume and frequency of such deliveries are made available to the Union upon request and further, when the volume reaches the point where a vehicle could be used by the Company, the Company will purchase or lease equipment for this purpose and put an employee on the same.

(b) Where sub-contracting is allowed under this Article, the Parties agree that the Company will award new or renewed contracts using the following guidelines:

1. Contracts will be awarded based on candidate contractors being qualified and meeting all company and regulatory performance requirements.
2. Contracts will be awarded based on candidate contractors bidding a competitive rate. Competitive is defined as being within 5% of the lowest qualified bidder.
3. Based on the candidates meeting the above criteria, contracts will be awarded in the following order of preference:

First:	Teamsters
Second:	Union
Third:	Other

Details of bids shall be made available to the Union.

4. It is expressly recognized that any current sub-contracting commitments will be recognized by both parties until the expiry dates of the contracts governing them. Any such contract will not be renewed, except where they meet the above criteria.
5. The following example is illustrative of the intended application of this language:

	<u>Company</u>	<u>Bid Rate per Litre</u>
A.	Teamster Firm	\$ 1.07
B.	Union Firm	\$ 1.05
C.	Teamster Firm	\$ 1.03
D.	Other Firm	\$ 1.02
E.	Union Firm	\$ 1.01
F.	Union Firm	\$ 1.00

- Note: i) Company A is not eligible as bid is not within 5% of lowest bid.  
ii) The winning firm is Company C as bid is within the 5% zone.  
iii) The cost per litre in this example reflects the total cost of a contract converted to a cost per litre basis.

## **ARTICLE 36 - HEALTH AND WELFARE PLAN**

It is agreed that a Health and Welfare Plan be continued in accordance with the principles set out in Appendix "B".



**ARTICLE 37 - PENSION PLAN**

It is agreed that a Pension Plan be continued in accordance with the principles set out in Appendix "C".

**ARTICLE 38 - MANAGED REHABILITATION CARE**

The Company is committed to Health and Safety, and returning employees from illness and injury back to work in a safe manner. To this end, the employee shall cooperate with the Company's Disability Management Team to ensure return to work in a safe and timely manner, including modified work if it is available.

The employee shall maintain weekly contact with the Disability Management Team designate and/or their Supervisor.

The Union's Weekly Indemnity administrator and/or service provider shall be encouraged to work cooperatively with the Company's Disability Management to communicate limitations and restrictions that may affect the employee's early and safe return to work for regular or modified duties.

**ARTICLE 39 - APPRENTICESHIP**

The Company shall be allowed to use apprentices at any site, according to law, provided the following conditions are met:

- (a) Such apprentice is properly indentured to the Company on a signed contract of apprenticeship through the Apprenticeship Branch of B.C. Ministry of Labour.
- (b) That such apprentice is under the control of a fully licenced Gasfitter employed by the Company to ensure full training.
- (c) That he receives a minimum wage set out on the following percentages of the Gasfitter B (Domestic Ticket) that is applicable to that category during the life of this Agreement.

1st year	-	60%
2nd year	-	70%
3rd year	-	80%
4th year	-	90%

- (d) That all other conditions and benefits of this Agreement apply to said apprentice.

**ARTICLE 40 - DURATION OF AGREEMENT**

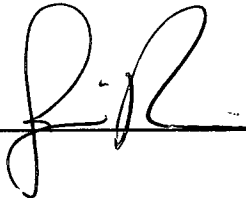
- (a) This Agreement shall be in full force and effect from and including January 1<sup>st</sup>, 2014, to and including December 31<sup>st</sup>, 2016, and shall continue in full force and effect from year to year thereafter, subject to the right of either Party to this Agreement within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence

collective bargaining with a view to the conclusion of a renewal of the Collective Agreement or a new Collective Agreement.

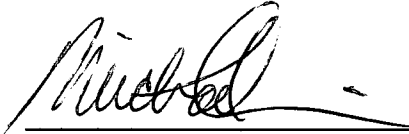
- (b) Should either Party give written notice to the other Party, this Agreement shall thereafter continue in full force and effect until the Union gives notice of strike and such strike has been implemented or the Company gives notice of lockout and such lockout has been implemented, or the Parties conclude a renewal or revision of the Agreement or a new Collective Agreement.
- (c) Section 50 (2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

DATED at Vancouver, British Columbia, this *1<sup>st</sup>* day of *October*, 2014.

SIGNED ON BEHALF OF  
SUPERIOR PROPANE

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

SIGNED ON BEHALF OF  
TEAMSTERS LOCAL UNION No. 213

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**APPENDIX "A"**

**WAGE RATES - B.C. FIELD EMPLOYEES**

**RATES PER HOUR**

**EFFECTIVE 1<sup>ST</sup> PAYDAY IN JANUARY**

<b>CLASSIFICATION</b>	<b>JAN./14</b>	<b>JAN./15</b>	<b>JAN./16</b>
Service Technician A			
Start	\$26.12	\$26.77	\$27.44
Six Months	33.90	34.75	35.62
Service Technician B			
Start	24.51	25.12	25.75
Six Months	31.96	32.76	33.58
Driver 2 (5 Axle)			
Start	22.35	22.91	23.48
Six Months	28.70	29.42	30.16
Driver 1 (3 Axle)			
Start	22.14	22.69	23.26
Six Months	28.57	29.28	30.01
Driver 1 (2 Axle/Bulk)			
Start	21.86	22.41	22.97
Six Months	28.14	28.84	29.56
Driver 1 (2 Axle/Cylinder)			
Start	21.86	22.41	22.97
Six Months	29.07	29.80	30.55
Driver SOS			
Start	20.37	20.88	21.40
Six Months	26.37	27.03	27.71
Shipper Plant Operator			
Start	21.86	22.41	22.97
Six Months	28.45	29.16	29.89
Labourer			
Start	17.20	17.63	18.07
Six Months	22.50	23.06	23.64

**APPENDIX "A" (CONT'D)**

**WAGE RATES - B.C. FIELD EMPLOYEES**

**RATES PER HOUR**

**EFFECTIVE 1<sup>ST</sup> PAYDAY IN JANUARY**

<b>CLASSIFICATION</b>	<b>JAN./14</b>	<b>JAN./15</b>	<b>JAN./16</b>
Plant Shipper Clerk			
Start	\$20.02	\$20.52	\$21.03
Six Months	26.39	27.05	27.73
Shipper Clerk			
Start	18.64	19.11	19.59
Six Months	24.73	25.35	25.98
Clerk 1			
Start	17.46	17.90	18.35
Six Months	23.28	23.86	24.46
Clerk 2			
Start	17.22	17.65	18.09
Six Months	23.04	23.62	24.21

At any site where there is only one clerical person employed with or without a Plant Supervisor Clerk they shall be paid at the minimum rate of Clerk 1.

All Clerk 2's shall be moved to the Clerk 1 classification after eighteen (18) months of continuous employment, subject to satisfactory performance.

Should the Company implement a new vehicle configuration (over 80,000 GVW/36,300KG), a meeting with the Union shall take place to establish a new driver rate.

Service Technicians and Drivers will be entitled to an additional premium payment of one dollar (\$1.00) per hour on their regular rate for all hours worked while utilizing specialized tickets as deemed necessary by the Company..

The Company agrees to reimburse the cost of period license fees for Gasfitter Trade Tickets as required by BC Safety Authority.

## **Technical Lead**

Where deemed necessary by the Company, a Technical Lead may be designated within a work group, giving due consideration to ability, qualifications required for the position, merit and seniority. These positions will not be posted.

An employee designated as a Technical Lead will be entitled to a premium payment of two dollars (\$2.00) per hour on their regular rate for all hours worked during their assignment as a Technical Lead. The premium will be payable for all hours worked, but will not form part of the employee's regular rate for the purpose of overtime or other premium pay.

Technical Leads are responsible for assisting management with:

- ensuring that employees are trained;
- transmitting work instructions and specifications to employees;
- coordinating and distributing work within the work group;
- motivating Employees to complete work safely, effectively and efficiently;
- solving work problems within the work group; and
- performing other duties as assigned with respect to the work group.

Technical Leads do not have the authority to discipline other employees.

## APPENDIX "B"

### HEALTH AND WELFARE PLAN AND TRUST FUND

#### SECTION 1 - TRUST PLAN

- (a) Effective March 1<sup>st</sup>, 1991, the Company agrees to commence participation in the Teamsters Local 213 Health and Welfare Plan and Trust Fund (The Plan and Fund) for all Local Union 213 employees subject to the jurisdiction of this Agreement (hereinafter referred to as employees). These employees were previously covered by the "Teamsters - Transport Health and Welfare Trust Plan" before the effective date.
- (b) The Company agrees to make such monthly contributions to the Trust Fund for the benefits to be provided to its employees as the Trustees of the Plan and Trust Fund shall establish from time to time and agrees to be bound by the terms of the Trust Agreement.

#### SECTION 2 - ELIGIBILITY

The Company will commence making contributions to the Plan and Fund on the following basis:

- (a) from the effective date for all regular employees in the employ of the Company as of the effective date;
- (b) for all new employees whose date of employment is after the effective date:
  - (i) from the first (1st) day of the month next following or coincident with the date which is ninety (90) days after his date of employment;
  - (ii) from the date of employment for any member of the Union who participated in the Plan within the thirty (30) days prior to his date of employment;
  - (iii) from the first (1st) day of the month next following or coincident with the date which is thirty (30) days after his date of employment for any member of the Union hired as a replacement for a regular employee.
- (c) A recalled employee will have their benefits reinstated as of the first day of the month following their recall from layoff. A laid off employee will have their benefits continue only through that month in which they were laid off.

#### SECTION 3 - BENEFITS COVERAGES

- (a) The benefits as described below shall be provided to regular employees in accordance with the terms and conditions of the Plan and Fund:
  - (i) Medical Services Plan of B.C.
  - (ii) Group Term Life Insurance
  - (iii) Accidental Death and Dismemberment Insurance

- (iv) Survivor Income Benefit
  - (v) Weekly Income Benefit
  - (vi) Long Term Disability Benefit
  - (vii) Dental Benefit
  - (viii) Extended Health Care Benefit
- (b) The amounts of coverage and details of each benefit are established by the Board of Trustees and outlined in an employee booklet issued by the Plan from time to time.

#### **SECTION 4 - REMITTANCES**

- (a) The Company shall remit the required contributions under this Appendix to the Administrator appointed by the Trustees of the Teamsters (Local 213) Health and Welfare Plan along with enrolment and termination information by the tenth (10th) day of the month for which contributions are due. Cheques are to be made payable to the Teamsters (Local 213) Health and Welfare Trust Plan.
- (b) The Company shall remit contributions for employees who are absent from work due to an illness or accident for up to fifty-two (52) weeks.
- (c) The full cost of the Health and Welfare Plan contributions shall be borne one hundred percent (100%) by the Company.

#### **SECTION 5 - RESPONSIBILITIES**

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

- (ii) The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two parties.

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

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

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



## **APPENDIX "C"**

### **PENSION PLAN LOCAL 213 MEMBERS**

#### **SECTION 1 - TRUST PLAN**

The Teamsters (Local 213) Pension Plan is established by a Trust Agreement dated May 1, 1971 to provide retirement income to Union members employed with participating Companies.

Effective January 1<sup>st</sup>, 2011 the Company will continue participation in this Plan through the life of the collective agreement. The activities of the Trustees will be governed by the Trust Agreement, and the Company agrees to be bound by the terms of the Trust Agreement.

#### **SECTION 2 - ELIGIBILITY**

The following eligibility and contribution conditions shall apply to the Plan:

- (a) Any member of the Union who is a regular employee in the employ of the Company on the effective date of the Plan shall join the Plan from that date.
- (b) All new employees whose date of employment is after the effective date shall join the Plan:
  - (i) from the first (1st) day of the month next following or coincident with the date which is ninety (90) days after his date of employment;
  - (ii) from the date of employment for any member of the Union who participated in the Plan within the thirty (30) days prior to his date of employment;
  - (iii) from the first (1st) day of the month next following or coincident with the date which is thirty (30) days after his date of employment for any member of the Union hired as a replacement for a regular employee.
- (c) A recalled employee will have their benefits reinstated as of the first day of the month following their recall from layoff. A laid off employee will have their benefits continue only through that month in which they were laid off.

#### **SECTION 3 - RESPONSIBILITIES**

The Trustees shall establish benefits from time to time in conformity with the sound financial applications of the negotiated contributions.

#### **SECTION 4 - GENERAL PRINCIPLES**

- (a) The cost of the contributions to the Plan shall be borne 100% by the Company. The Company agrees to make contributions to the Teamsters (Local 213) Pension Plan on behalf of all regular employees who are members of Local 213.

**(b) Effective Date of Contribution Rates**

Effective January 1, 2014 - \$3.08 per regular hour worked. Maximum contribution of \$6,407.00 or 2080 hours annually.

Effective January 1, 2015 - \$3.16 per regular hour worked. Maximum contribution of \$6,573.00 or 2080 hours annually.

Effective January 1, 2016 - \$3.24 per regular hour worked. Maximum contribution of \$6,740.00 or 2080 hours annually.

(c) It is agreed Financial Reports will be made available upon request to the Company and approval of the Trustees.

**SECTION 5 - BENEFITS COVERAGES**

Benefits which the foregoing contribution schedule would support are as outlined in the Pension Plan Booklet which shall be provided to each employee member by the Plan.

## APPENDIX "D"

### JOB DESCRIPTIONS

#### PLANT SHIPPER CLERK

Under supervision, performs accounting duties associated with handling customer accounts such as:

- sign up new customers/accounts
- handle credit applications/cheques/approvals
- receive and sort payments
- record and total collections
- collect accounts in arrears
- process accounts receivables
- recap customer accounts to ensure proper invoicing
- adjust trial balance and prepare performance days listing

Performs customer service functions such as:

- counter and floor sales
- order, receive, ship parts and fittings or petroleum products
- inventory control merchandise and assembly
- cylinder inspection/re-qualification/filling and auto propane dispensing
- answer inquiries

Performs rail car unloading and monitoring.

Operates office equipment and performs general office/clerical duties to ensure efficient site operations such as:

- process and collect customer invoices and receipts
- month end statements and reports
- batched or computerized information processing and reviewing for accuracy
- balance cash daily
- prepare bank deposit and reconcile
- tank contract reconciliations/cancellations
- accounts payable
- compile information and stats for reports
- housekeeping
- mail/courier service
- updating customer information
- keyboarding and filing.

May perform other duties as directed by the Supervisor/Market Manager from time to time.

## **SHIPPER CLERK**

Under supervision, performs accounting duties associated with handling customer accounts such as:

- sign up new customers/accounts
- handle credit applications/cheques/approvals
- receive and sort payments
- record and total collections
- collect accounts in arrears
- process accounts receivables
- recap customer accounts to ensure proper invoicing
- adjust trial balance and prepare performance days listing

Performs customer service functions such as:

- counter and floor sales
- order, receive, ship parts and fittings or petroleum products
- inventory control merchandise and assembly
- cylinder inspection/re-qualification/filling and auto propane dispensing
- answer inquiries

Operates office equipment and performs general office/clerical duties to ensure efficient site operations such as:

- process and collect customer invoices and receipts
- month end statements and reports
- batched or computerized information processing and reviewing for accuracy
- balance cash daily
- prepare bank deposit and reconcile
- tank contract reconciliations/cancellations
- accounts payable
- compile information and stats for reports
- housekeeping
- mail/courier service
- updating customer information
- keyboarding and filing.

May perform other duties as directed by the Supervisor/Market Manager from time to time.

## **CLERK 1**

Under supervision, performs accounting duties associated with handling customer accounts such as:

- sign up new customers/accounts
- handle credit applications/cheques/approvals

- receive and sort payments
- record and total collections
- collect accounts in arrears
- process accounts receivables
- recap customer accounts to ensure proper invoicing
- adjust trial balance and prepare performance days listing

Performs administrative duties to ensure efficient site operations such as:

- balance cash daily
- prepare bank deposit and reconcile
- assist with customer service functions
- tank contract reconciliations/cancellations
- answer inquiries

Operates office equipment and performs general office/clerical duties to ensure efficient site operations such as:

- accounts payable
- process and collect customer invoices and receipts
- month end statements and reports
- batched or computerized information processing and reviewing for accuracy
- compile information and stats for reports
- order and receive office supplies
- housekeeping
- secretarial/receptionist duties
- mail/courier services
- updating customer information
- keyboarding and filing.

May perform other duties as directed by the Supervisor/Market Manager from time to time.

### **SHIPPER PLANT OPERATOR**

Under supervision, is responsible for the safe operation of company plant equipment to provide customer services such as:

- inspecting/repairing/filling propane cylinders and tanks and recertifying cylinders
- filling auto propane tanks
- offloading product from railcars
- offloading/loading cylinder trucks
- performing cylinder and tank painting
- completing any documentation.

May perform other duties as directed by the Supervisor/Market Manager from time to time.

**LABOURER (Base rate)**

The classification of labourer applies only to a person employed to work in the yard or with Gasfitters, with hours of work in accordance with Article 18.

LETTER OF UNDERSTANDING No. 1

**BETWEEN: SUPERIOR PROPANE,  
a division of SUPERIOR PLUS LP**

**AND: TEAMSTERS LOCAL UNION No. 213**

**ARTICLE 35 - CLASSIFICATION AND WAGE RATES**

The parties understand and mutually agree to pay ticket premiums for Occupational First Aid Attendants designated in the following manner:

Where an Occupational First Aid Attendant is required to be designated by WorkSafeBC, the Company will pay the costs (course and exam fees) of training and re-training for Occupational First Aid Certificate required in accordance with Occupational First Aid Regulations, including lost time wages to the designated Occupational First Aid Attendant.

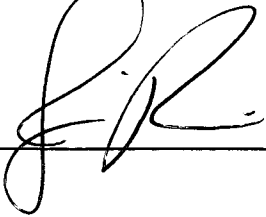
Designated Occupational First Aid Attendant only shall receive their job classification rate of pay, plus the ticket premium rate as set forth.

Occupational "2" Ticket \$0.50  
Occupational "3" Ticket \$0.75


There shall be no stacking or pyramiding of premiums.

DATED AT Vancouver, British Columbia, this *1<sup>st</sup>* day of *October*, 2014.

SIGNED ON BEHALF OF  
SUPERIOR PROPANE

  
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SIGNED ON BEHALF OF  
TEAMSTERS LOCAL UNION No. 213

  
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**LETTER OF UNDERSTANDING No. 2**

**BETWEEN: SUPERIOR PROPANE,  
a division of SUPERIOR PLUS LP**

**AND: TEAMSTERS LOCAL UNION No. 213**

**INDUSTRY ADVANCEMENT FUND**

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

The Company shall make contributions of six cents (6¢) per hour for which wages are payable hereunder for each employee covered by the collective agreement.


Payment of said funds shall be made to the respective Union's Industry Advancement Fund by the fifteenth (15th) day of the month following that to which they refer.


This payment will be independent and separate from any other payment made to the Teamsters Union, and will not be used to the detriment of Superior Propane Inc.

DATED AT Vancouver, British Columbia, this *1st* day of *October*, 2014.

SIGNED ON BEHALF OF  
SUPERIOR PROPANE

SIGNED ON BEHALF OF  
TEAMSTERS LOCAL UNION No. 213

  
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**LETTER OF UNDERSTANDING No. 3**

**BETWEEN: SUPERIOR PROPANE,  
a division of SUPERIOR PLUS LP**

**AND: TEAMSTERS LOCAL UNION No. 213**

**PART-TIME EMPLOYEES**

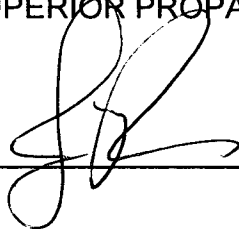
The Company and the Union agree to create the employment category of Part-time Employee and have defined the conditions of hire, applicability of the collective agreement to such an employee, including the following stipulations:

- (a) an Employee hired for work that is not of a continuing nature:
  - (i) part-time positions created to cover absences due to employee vacations, illness, injury or leave of absence;
  - (ii) part-time positions created to supplement the Regular Employee work force to provide additional help of an incidental or short-term nature to cover peak work periods or sudden but temporary surges in demand for Company services;
  - (iii) where an opportunity to create or expand the Business arises that cannot presently support a Regular Employee.
  - (iv) part-time positions will be restricted to two (2) in the GVRD geographic area and a maximum of one (1) at each of the sites within the Interior geographic area.
- (b) based on the criteria set out in (a), the Union will consider any Part-time Employee needs of the Company on a case-by-case basis.
- (c) will not be used for the purpose of depriving Regular Employees of their normal hours of work.
- (d) will not be used if any Regular Employee is on lay-off for lack of work at the time a Part-time Employee is introduced and will not cause the lay-off of any Regular Employee.
- (e) vacation pay will be provided on each paycheque according to the entitlement chart in Article 15 Section 3.
- (f) a Part-time Employee who was previously a Regular Employee will have their seniority with respect to vacation pay recognized according to the entitlement chart in Article 15 Section 3.
- (g) a Part-time Employee will be laid off prior to a Regular Employee in their classification being laid off.

- (h) limited to a maximum of one thousand and forty (1,040) hours per calendar year, after which time a Part-time Employee will be recognized as a Regular Employee, with seniority recognized based on their total hours worked.
- (i) a separate seniority list will be created.
- (j) the Agreement will apply to Part-time Employees except for certain provisions in the following specific sections:
  - (i) Article 4 Leave of Absence
  - (ii) Article 12 Seniority - Section 2(c), Sections 4 and 6 will not apply
  - (iii) Article 13 Technological and Mechanical changes
  - (iv) Article 15 Annual Vacation - only Section 3 will apply
  - (v) Article 16 General Holidays (*Employment Standards Act* (B.C.) will apply)
  - (vi) Article 23 Severance Pay (*Employment Standards Act* (B.C.) will apply)
  - (vii) Article 31 Medical Examinations
  - (viii) Article 40 Health and Welfare Plan
  - (ix) Article 41 Pension Plan
  - (x) Article 42 Managed Rehabilitation Care
  - (xi) Appendix B Health and Welfare Plan and Trust Fund
  - (xii) Appendix C Pension Plan Local 213 Members
  - (xiii) Letter of Understanding No. 1 Classification and Wage Rates

DATED AT Vancouver, British Columbia, this 14 day of October, 2014.

SIGNED ON BEHALF OF  
SUPERIOR PROPANE



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SIGNED ON BEHALF OF  
TEAMSTERS LOCAL UNION No. 213



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**LETTER OF UNDERSTANDING No. 4**

**BETWEEN: SUPERIOR PROPANE,  
a division of SUPERIOR PLUS LP**


**AND: TEAMSTERS LOCAL UNION No. 213**

**JOINT LABOUR AND MANAGEMENT COMMITTEE**


A joint labour and management committee shall be established at each location. The committee will meet quarterly to problem solve, promote good relations between the Company and Union members and to correct conditions that may cause grievances and misunderstanding.

DATED AT Vancouver, British Columbia, this *1st* day of *October*, 2014

SIGNED ON BEHALF OF  
SUPERIOR PROPANE

  
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SIGNED ON BEHALF OF  
TEAMSTERS LOCAL UNION No. 213

  
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