

**COLLECTIVE AGREEMENT**

**Between**

**CONTAINERWORLD  
FORWARDING SERVICES INC.**

**And**

**TEAMSTERS LOCAL UNION NO. 31**

**October 16<sup>th</sup>, 2014 to October 15<sup>th</sup>, 2018**

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## **PREAMBLE**

- 0.01** The general purpose of this Agreement is to secure for the Company and the employees the full benefits of orderly and legal collective bargaining, and to ensure to fullest extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output and protection of property.
- 0.02** Wherever the masculine and single is used in this Agreement it shall apply to the feminine and the plural as appropriate.
- 0.03** Wherever the word "Union" is used in this agreement, it is understood that this is in reference to "Teamsters Local Union No. 31". Wherever the word "Company" is used in this agreement, it is understood that this is in reference to "ContainerWorld Forwarding Services Inc."

## **ARTICLE 1 - RECOGNITION**

### **1.01 Bargaining Recognition**

For the purpose of this Agreement an "employee" shall mean a person employed by the Company in the bargaining unit as defined in 1.02.

### **1.02 Bargaining Unit Defined**

The Company recognizes Teamsters Local Union No. 31 as the sole bargaining agent for warehouse employees at and from 16133 Blundell Road, Richmond, British Columbia employed by ContainerWorld Forwarding Services Inc., save and except any person excluded by the Labour Relations Code of British Columbia, for the purpose of determining working conditions and conditions of employment.

### **1.03 Protection of Bargaining Unit Work**

- a) The Company agrees that non-bargaining unit employees will not perform bargaining unit work, except for purposes of instruction, testing new products and/or processes; stock count and/or reconciliations; emergencies (defined as unforeseen circumstances or potentially hazardous situations); product sorting reconciliations/inspections.
- b) Notwithstanding (a) above, where there are no bargaining unit employees, regular or part time, immediately available to perform necessary work, the Company may utilize persons from a temporary personnel agency to perform bargaining unit work. These persons shall not be employees.
- c) The Company agrees that the exercise of its Management Rights pursuant to a) and b) above shall not be utilized to reduce the availability of overtime.
- d) When the Company is hiring new employees, the Company will contact the Union Hiring Hall to refer suitable members for employment. Such members will be given full consideration for employment along with other applicants who may be available to the Company. When, in the sole judgement of the Company, the applicants are equal in all respects, the Company will extend preferential hiring to the applicant(s) sent from the Union Hiring Hall.

#### **1.04 Contracting Out Protection**

It is not the intention of the Company to use contracting out to limit work availability for the bargaining unit – It is the Company's intention to utilize its own facilities and employees wherever feasible. To this end, the Company shall limit the contracting out of bargaining unit work to situations as follows:

- a) Where an increase in workload requires the Company to temporarily store product at an outside location belonging to a third party;
- b) In circumstances where the use of contracting out is required to ensure adequate space and/or competitiveness for the purpose of performing existing or obtaining new project business;
- c) With respect to existing and new project business, contracting out will be limited to two (2) projects per calendar year.

If the Company intends to store product at an outside location pursuant to (a) above, it will advise the Union at least fourteen (14) days prior to the actual implementation.

#### **1.05 No Limitation on Customer Work**

Section 1.03 and 1.04 shall not in any way limit a customer from performing work with his own product on the Company's premises, (within the boundaries of the current practises).

#### **1.06 No Other Agreement**

No employee shall be required or permitted to make a written or oral agreement with the Company which may conflict with the terms of this agreement.

#### **1.07 No Discrimination for Union Activity**

The Company or person acting on its behalf shall not discharge, suspend, transfer, layoff or otherwise discipline an employee, or discriminate against a person in regard to employment or a condition of employment because of that person's activity in the union.

#### **1.08 Definition of Regular Employee**

A regular employee shall be considered as such an employee when they are employed by the Company on a regular basis:

- a) A regular employee must make himself available to the Company for full time employment as offered by the Company.
- b) It shall not be a cause for discipline or discharge for an employee to seek and/or accept gainful employment elsewhere.
- c) Vacancies for regular employees shall be posted and filled in accordance with the provisions of Article 13.

### 1.09 Part-Time Employees

- a) Part-time Employees shall be interpreted as those employees employed to supplement the regular work force to provide additional help on an incidental basis. Part-time employees will be subject to all the terms and conditions provided in this Agreement, save and except as herein expressly provided.
- b) When a part-time Employee is called and reports for duty on any day, the provisions of Article 4.07 shall apply.
- c) Part-time employees shall be assigned work and released from work on the basis of their seniority, provided that the part-time employee has the skills and ability to satisfactorily perform all required work and further provided they are immediately available when required.
- d) The Company will be responsible to ensure every part-time employee not sent from the Union Hiring Hall must become a member of the Union.
- e) Part-time employees will not be used for the purpose of depriving regular employees of their regular hours of work on their regular shift. For clarification, the Company may only use part-time employees on those occasions where the total number of qualified regular employees available to work is insufficient to complete the work available. This provision shall not apply when regular employees would be paid overtime rates and there are qualified part-time employees available to perform the work at straight time rates in accordance with Article 5.02 (c).
- f) Part-time employees will not work on a Statutory or Paid Holiday when there are sufficient regular employees who are available and who have the skills and ability to satisfactorily perform all required work.
- g) The part-time seniority list will not exceed twenty percent (20%) of the total workforce in accordance with Article 13.01 (c).

### 1.10 Students

Students may be employed on an incidental call-in basis, or to fill in for regular or part-time employees who are away on annual vacation. Students may only be employed during the months of May, June, July and August, **and during spring and Christmas break. Students may work outside this period provided they do not work more than 24 hours a week.** Students will be paid \$15.00 per hour during the life of the Collective Agreement, will receive four percent (4%) vacation pay on each pay cheque, will be required to be members of the Union and are covered by the Collective Agreement with exception of Articles 6, 11.13(b), 12.02, 12.03, 12.04, 12.05, 12.06, 13, 14, 15, 16, 17 and 21, Students shall not accumulate seniority and may be terminated at any time should the Company find them unsuitable for continued employment.

Students will not be utilized when any regular or part-time employee is available to perform work, including employees on lay-off. Students shall not be considered as part of the "total workforce" for the purposes of Article 13.01 (c) or Article 1.09 (g).



## ARTICLE 2 - RESERVATIONS TO MANAGEMENT

- 2.01** The Union agrees that the Company has the right to operate and manage its operations in all respects except as expressly and specifically limited by this Agreement. This right includes but is not limited to, the right to hire, retire, promote, demote, transfer, lay off, discipline and discharge for just and reasonable cause; the determination of the extent to which, the methods by which and the hours by which operations will be carried on; the determination of the classifications and numbers of employees required for each classification; the right to determine the qualifications required for each classification, the extent to which any individual meets those qualifications and to assess the performance of each and every employee; the right to make, publish and enforce reasonable rules for the promotion of safety, efficiency and discipline, and for the protection of the employees and the Company's facilities, equipment, and operation.
- 2.02** The Company agrees to furnish all employees with a copy of the current Company policies and regulations that all employees in the bargaining unit are required to adhere to. The Company shall forward these Company policies and regulations to the Union and will notify the union and employees of any changes that are made.
- 2.03** The Company agrees that such rights as herein provided will be exercised in a manner consistent with the terms of this Agreement. Any exercising of these rights in conflict with a provision of this Agreement shall be subject to the grievance procedure.

## ARTICLE 3 - UNION SECURITY

### 3.01 Union Dues Deductions

a) Deductions Forwarded

The Company agrees to deduct once each month, from the earnings of each employee covered by this Agreement, such sum by way of monthly dues and/or assessments (excluding fines), as may be fixed by the Local Union.

The total amount so deducted, with an itemized statement of same in duplicate, shall be forwarded to the Union, prior to the fifteenth (15th) day of the month, immediately following in the manner provided for in Sub-Section (b) hereof. The Company shall show the total amount of Union Dues deducted on the employee's T4 slip issued each year.

b) Cheques Made Out to Local

Cheques shall be made payable to the Local Union Secretary-Treasurer and forwarded to the Local Union.

c) New Employees

Each new employee when hired by the Company will be required by the Company to sign an authorization card authorizing the Company to deduct from his/her earnings any monthly Union dues. New employees will be presented with a copy of the current collective agreement and shall be introduced to a Union Shop Steward within the first three days of their employment.

d) Notwithstanding any provisions contained in this Article there shall be no financial responsibility on the part of the Company for fees and dues of an employee unless there

are sufficient unpaid wages of that employee in the Company's hands. The Union agrees to indemnify and save the Company harmless from any claims which may arise in complying with the provisions of this Article.

### **3.02 Union Membership Maintained**

Every employee shall be a member of the Union in good standing during the whole term of this Agreement as a condition of employment with the Company, save as expressly provided elsewhere in this Agreement. A newly hired employee shall join the Union within fourteen (14) days of his/her hiring. The Company shall furnish to the Union a list of new employees within fifteen (15) days of their being hired. The Company shall update the list of all employees, including addresses and phone numbers every three (3) months. For the purpose of this Agreement, a member in good standing shall be defined as someone who makes application to join the Union and who pays monthly Union dues.

### **3.03 Shop Steward Recognition**

The Company agrees to recognize those who are designated by the Union to act as shop stewards. The Union will advise the Company in writing of the name of the employees who are elected or appointed to act as shop stewards, and the Company shall not be required to recognize them until so advised.

If it is necessary for any Shop Steward to take time off during working hours to investigate or attempt to settle a grievance, or to otherwise meet with management, he/she shall first obtain permission from his/her supervisor before leaving his/her place of work. A Shop Steward will not suffer a loss of pay spent in the performance of these duties during regular working hours.

When the Company finds it necessary to lay off a Shop Steward (if the Shop Steward is a regular employee), or discharge a Shop Steward, the Union shall be notified prior to such layoff or discharge.

### **3.04 Access to Company Premises**

After first notifying and receiving permission from the Company's authorized representatives, a properly authorized representative of the Union may be permitted entry to the Company's property in order to carry out required duties relating to the investigation of grievances and meetings with the Company representatives. The carrying out of such duties by the Union representatives must not result in any disruption to the Company's operations or affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities. The Company agrees that access will not be unreasonably denied.

Due to Canada Customs and Excise regulations, access to the warehouse requires forty-eight (48) hours notice, excluding Saturday, Sunday and Statutory Holidays unless the Teamster representative is on a pre-approved list as presented by the Company to Canada Customs & Excise.

### **3.05 No Other Deductions**

Refusal on the part of any employee to sign any authorization for deduction except as provided in this Agreement, shall not be cause for dismissal.

### **3.06 Notification to the Union of Certain Changes**

The Company agrees to notify the Union and a shop steward of the discharge of an employee, the promotion of an employee outside of the bargaining unit or the change of shift of a shop steward.

### **3.07 Bulletin Boards**

The Company will provide a locked bulletin board for the posting of notices as the Union may from time to time wish to post. The notices shall be posted and signed by an officer of the Union. The Union agrees that notices will not defame the Company or its employees.

### **3.08 Marginal Notation**

The Marginal Section and Article heading shall be used for purposes of reference only, and may not be used as an aid to interpretation of this Agreement.

## **ARTICLE 4 - HOURS OF WORK**

### **4.01 Definitions**

- a) Regular Work Day – Defined as eight (8) consecutive hours or ten (10) consecutive hours, excluding a one-half (1/2) hour lunch period, commencing at the fourth hour of the shift.
- b) The work week for regular employees is defined as forty (40) hours on five (5) consecutive work days or four (4) consecutive work days.
- c) Either party may, during the term of this agreement, request that the parties meet to discuss the implementation of flexible work schedules.
- d) For the purpose of this Agreement a work week is defined as a calendar week commencing at 12:01 a.m. on Sunday. Any hours worked past midnight Sunday on a work day that commenced on the previous Saturday will be deemed to have been worked in the work week in which the work day commenced.

A work day will be defined as a calendar day except that any hours worked past midnight will be deemed to have been worked on the day in which the employee's shift commenced.

### **4.02 Work Schedules and Shift Work**

- a) The day shift work day shall start no earlier than at 5:00 a.m. and no later than 11:59 a.m. Hours worked on said shift shall receive no premiums. The Company may start any other shifts at its discretion provided that the shift premiums as noted in 4.03 below shall be paid for all hours worked. For the purposes of clarification, shift premiums are to be paid for start times between the hours of 12:00 noon and 4:59 a.m.
- b) Notice of Shift Starting Time Change  

The Company agrees to notify a regular employee, prior to the end of his/her previous shift, of a change of shift starting time. If such notice is not provided, the employee shall have the right to start at his/her regular time. Such notice shall not be required for a part-time employee or any employee who is required to report for work on a day following a day on which the employee did not work.

c) **Notice of Shift Change**

The Company agrees to provide regular employees forty-eight (48) hours notice of a change of shift. A change of shift is defined as a change from day, afternoon or night shift, and does not refer to a change in start time on the same shift. In the event the forty-eight (48) hours notice is not provided the employee shall receive time and one half for the first, changed, shift. This clause shall not apply where there is no work for a regular employee on his scheduled shift and by virtue of his seniority is assigned work on another shift that he is qualified to perform.

**4.03 Shift Premiums**

The shift premium of ninety cents (\$0.90) per hour will be paid for all hours worked on the shift. Effective October 16, 2012 the shift premium shall be \$1.00 per hour and effective October 16, 2013 it will be \$1.20 per hour.

**4.04 Rest and Lunch Periods**

- a) Any employee on an eight-hour (8) shift shall be entitled to one (1) break of fifteen minutes during both the first half and second half of any shift, and is also entitled to a thirty (30) minute lunch break, without pay, at the midpoint of each shift.
- b) Any employee on a ten-hour (10) shift shall be entitled to one (1) break of twenty minutes (20) during both the first half and second half of any shift, and is also entitled to a thirty (30) minute lunch break, without pay, at the midpoint of each shift.

**4.05 Minimum Break Between Shifts**

The Company agrees that an employee shall have a minimum of eight (8) hours between shifts. An employee shall have the right to refuse to return to work unless they have received eight (8) hours rest.

**4.06 Shift Vacancy Posting**

- a) Employees will be given the opportunity to bid, subject to seniority, for new and existing shift/start time assignments on a sign-up sheet that will be posted quarterly for seven (7) days in a conspicuous place. Any regular employee absent by reason of accident, sickness or approved time off, including vacation, shall have the opportunity to bid on such start times within three (3) days after he returns to work, provided he possesses the skills and abilities to perform the required work. Posting dates are to be scheduled for January 2<sup>nd</sup>, May 1<sup>st</sup> and September 1<sup>st</sup>.
- b) Based on these preferences, seniority will be used when assigning regular employees to shift/start times, provided that, in the judgment of the Company, all operational requirements can be efficiently met, and that sufficient employees possessing the skills and ability to perform the required work are available on each shift/start time. When there are not enough employees indicating a preference for a shift/start time, the Company shall assign the most junior qualified employee to that shift/start time.
- c) Where it is necessary due to operational requirements to change an employee's shift/start time on an incidental or temporary basis, the Company will endeavour to find senior qualified employees who are willing to accept such a change. In the event that no qualified

employee is interested, the Company shall assign the most junior qualified employee to that shift/start time.

- d) Where an employee requests an incidental or temporary change of shift/start time, the Company will endeavour to accommodate such a request provided operational requirements can be met.
- e) Where the discontinuation of a job or shift results in a necessary change in shift/start time, there will be job- or shift-bumping privileges granted to senior employees. The Company must post reasonable notification of any job or shift cancellation.

#### **4.07 Reporting Pay**

The Company does not guarantee to provide work or maintain the current work schedules, and the assignment of an employee to a specific shift or schedule does not in any way constitute a guarantee by the Company of specified shift lengths or hours of work.

An employee who starts work on a regularly scheduled straight time shift shall be paid for a minimum of four (4) hours at his/her straight time hourly rate unless work is suspended for a reason completely beyond the Company's control (e.g. inclement weather or power failure), in which case the employee shall receive the greater of two (2) hours pay at his/her straight time hourly rate or pay for the actual time worked.

Notwithstanding the previous sentence, the most senior thirty-five percent (35%) of the regular employees who actually start work on a work day, shall be paid for a minimum of eight (8) hours for that day at his/her regular rate unless work is suspended for a reason completely beyond the Company's control (e.g. inclement weather, labour dispute, power failure), in which case the employee shall receive the greater of three (3) hours pay at his/her straight time hourly rate or pay for the actual time worked. The thirty-five percent (35%) shall be rounded up when it equals or exceeds .5 of a person, rounded down when it is less than .5 of a person. The rest of the regular employees who actually start work on a work day shall be paid a minimum for six (6) hours for that day at his/her regular rate unless work is suspended for a reason completely beyond the Company's control (e.g. inclement weather, labour dispute, power failure), in which case the employee shall receive the greater of three (3) hours pay at his/her straight time hourly rate or pay for the actual time worked. This provision shall not apply if a regular employee leaves work early for any reason without being so instructed to leave by the Company, nor shall it apply if the employee is suspended from work for disciplinary reasons or is unfit to work or does not comply with health and safety regulations established by the WorkSafeBC.

Further, it shall not apply to a regular employee who is called into work on that day and starts work later than the scheduled starting time of the other employees working the same shift.

Where an employee reports for work as scheduled and there is no work available, the employee shall receive two (2) hours pay at his/her straight time hourly rate unless the employee is unfit to work or does not comply with health and safety regulations established by the WorkSafeBC.

This Clause 4.07 shall not apply to any employee who is working restricted hours at their request or due to reasons such as accommodations for a light duty requirement or graduated return to work.

### **ARTICLE 5 - OVERTIME**

### **5.01 Definition**

Overtime rates will only be paid in those cases where an employee works in excess of eight (8) hours in a work day, in excess of ten (10) hours where an employee works a ten (10) hour shift, or forty (40) hours in a work week. Paid time off for annual vacation, statutory or paid holidays, jury duty, bereavement leave, banked overtime or sick leave taken pursuant to Article 17, shall count as time worked for the purpose of calculating overtime.

### **5.02 Overtime Rates**

- a) Where an employee is eligible for overtime payment for working in excess of eight (8) hours in a work day, or in excess of ten (10) hours where an employee works a ten (10) hour shift, that employee shall be paid at one-and-one-half (1½) times his/her basic straight-time hourly rate for the first two (2) hours of eligible overtime worked in a day and two (2) times basic straight-time hourly rate for any hours of eligible daily overtime worked in excess of two (2) in a work day.
- b) An employee who is eligible for overtime payment for working in excess of forty (40) hours in a work week shall be paid at one-and-one-half (1½) times his/her basic straight-time hourly rate for the first six (6) hours of eligible overtime worked in a week and two (2) times his/her basic straight-time hourly rate for any hours of eligible weekly overtime in excess of six (6) in a work week. Hours worked in excess of eight (8) hours in a work day for which overtime is paid pursuant to Part (a) above shall not be included in the calculation of overtime paid in a work week under the provision of this Part (b).
- c) Where there is work required on an employee's normal day off, employees who have not worked forty (40) hours during their regular scheduled work week will be offered additional work prior to any employee being assigned to work overtime. To be offered such work, these employees must indicate their desire to work at straight time on their regular days off. Employees will not be required to work at straight-time on their normal day off if they have not indicated a willingness to work. Where there are insufficient employees who have agreed to work at straight-time, the work will be offered as overtime pursuant to the provisions of Article 5.04 of this agreement.

### **5.03 Overtime Meals and Rest Periods**

When an employee is requested to continue to work two-and-a half (2½) hours or more beyond his/her regular (8) hour shift, he/she shall receive a meal voucher in the amount of twelve dollars (\$12.00) and a break not to exceed one half (½) hour on company time. In the event the overtime exceeds six (6) hours beyond the completion of the employee's regular shift, the employee shall receive an additional meal voucher of the same value.

### **5.04 Overtime Distribution**

- a) The Company agrees that pre-scheduled overtime shall be allocated wherever possible on the basis of seniority provided the senior employee has the skills and ability to perform the required work.

Pre-scheduled overtime will be voluntary; however where an insufficient number of qualified employees agree to work pre-scheduled overtime on a specific occasion, the

Company shall assign the overtime in reverse order of seniority to those employees who have the skills and ability to perform the required work.

- b) Shift overtime, which is not scheduled in advance, will normally be assigned to employees performing the work requiring overtime to complete, except where the overtime is anticipated in advance to exceed two (2) hours. No employees will be required to work in excess of four (4) hours of shift overtime during the work week provided he so advises his immediate supervisor at the start of his straight time shift.
- c) Where overtime is assigned pursuant to this clause 5.04, the employee shall not have the right to refuse such overtime unless they provide an acceptable reason for such refusal.
- d) Where an employee is called in to work overtime, that employee shall be guaranteed a minimum of four (4) hours of work or pay, but after the completion of the specific duty he was called in for, he may choose to leave work prior to the completion of the four (4) hours and a minimum of two (2) hours pay at applicable overtime rates shall apply

### 5.05 Overtime Banking

When a regular employee desires to bank his/her overtime, he/she shall request, in writing, indicating this, which shall be binding for one (1) calendar year.

- a) At no time will an employee's bank exceed two hundred and forty (240) hours.
- b) Overtime which is banked during the calendar year 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 accumulated during that calendar year shall be paid out in total. Banked overtime should be taken in scheduled eight (8) or ten (10) hour daily increments or as otherwise arranged in writing. During the months of July and August banked overtime must be taken in calendar week increments.
- c) The Company shall keep a record of all banked overtime which shall be available for perusal by the employee.
- d) Example of banked hours:
  - 1 hour at 1½ times = 1½ hours banked
  - 1 hour at double time = 2 hours banked
- e) Banked overtime shall only be taken as time off, except that an employee may request a payout of their banked funds in **forty (40) hour** increments. Such time off will be taken at a mutually agreed date consistent with the efficient operation of the Company. In any case where banked overtime is paid out instead of taken in time off, such pay out shall be by way of a separate deposit to the employee's bank account. Such request must be made by noon of the Friday of the week prior to the pay day.
- f) Only **eighty (80) hours** of banked overtime may be taken by an employee between June 1 and December 31 of any year, unless otherwise approved by the Company. Furthermore, no employee shall be permitted to take more than **one hundred and sixty (160) hours** of banked overtime off in any calendar year. Banked overtime cannot be used to bump another employee's vacation.

## ARTICLE 6 - VACATIONS

### 6.01 Vacation Accrual

Annual vacations will be accrued on a calendar year basis and must be taken in the calendar year following the year in which they were earned.

In the first year of service an employee will earn vacation at a rate of .83 days of vacation for each month of service completed, and shall receive pay for such vacation in an amount equal to four percent (4%) of gross earnings for the year in which vacation entitlement is earned.

### 6.02 Vacation Entitlement - First Three Years

For each calendar year during which the first three (3) years of continuous service are completed, a regular employee shall earn annual vacation of two (2) weeks, and shall receive pay for such vacation in an amount equal to four percent (4%) of gross earnings for the year in which vacation entitlement is earned or two (2) weeks pay at straight time rates, whichever is greater.

### 6.03 Vacation Entitlement - Four to Six Years

- a) For each calendar year during which the fourth (4th) year of continuous service is completed, a regular employee shall earn annual vacation of three (3) weeks, and shall receive pay for such vacation in an amount equal to six percent (6%) of gross earnings for the year in which vacation entitlement is earned or three (3) weeks pay at straight time rates, whichever is greater.
- b) EFFECTIVE JANUARY 1, 2013: For each calendar year during which the fifth (5th) and sixth (6th) years of continuous service are completed, a regular employee shall earn annual vacation of seventeen (17) working days, and shall receive pay for such vacation in an amount equal to six point eight percent (6.8%) of gross earnings from the year in which vacation entitlement is earned or seventeen (17) days' pay at straight time rates, whichever is greater.

### 6.04 Vacation Entitlement - Seven Years to Twelve Years

- a) For each calendar year during which the seventh (7th) and eighth (8th) years of continuous service are completed, a regular employee shall earn annual vacation of four (4) weeks, and shall receive pay for such vacation in an amount equal to eight percent (8%) of gross earnings for the year in which vacation entitlement is earned or four (4) weeks pay at straight time rates, whichever is greater.
- b) EFFECTIVE JANUARY 1, 2013: For each calendar year during which the ninth (9th) to twelfth (12th) years of continuous service are completed, a regular employee shall earn annual vacation of twenty-two (22) working days, and shall receive pay for such vacation in an amount equal to eight point eight percent (8.8%) of gross earnings from the year in which vacation entitlement is earned or twenty-two (22) days' pay at straight time rates, whichever is greater.

### 6.05 Vacation Entitlement - Thirteenth Year to Nineteenth Year EFFECTIVE JANUARY 1, 2013:

- a) For each calendar year during which the thirteenth (13th) and the fourteenth (14<sup>th</sup>) years of continuous service are completed, a regular employee shall earn annual vacation of five (5) weeks,



and shall receive pay for such vacation in an amount equal to ten percent (10%) of gross earnings for the year in which vacation entitlement is earned or five (5) weeks pay at straight time rates, whichever is greater.

b) For each calendar year during which the fifteenth (15<sup>th</sup>) and sixteenth (16<sup>th</sup>) years of continuous service are completed, a regular employee shall earn annual vacation of twenty-six (26) working days, and shall receive pay for such vacation in an amount equal to ten point four percent (10.4%) of gross earnings for the year in which vacation entitlement is earned or twenty-six (26) days' pay at straight time rates, whichever is greater.

c) For each calendar year during which the seventeenth (17<sup>th</sup>) and nineteenth (19<sup>th</sup>) years of continuous service are completed, a regular employee shall earn annual vacation of twenty-seven (27) working days, and shall receive pay for such vacation in an amount equal to ten point eight percent (10.8%) of gross earnings for the year in which vacation entitlement is earned or twenty-seven (27) days' pay at straight time rates, whichever is greater.

#### **6.06 Vacation Entitlement - Over Twenty Years – EFFECTIVE JANUARY 1, 2013**

For each calendar year during which the twentieth (20<sup>th</sup>) and subsequent years of continuous service are completed, a regular employee shall earn annual vacation of thirty-two (32) days, and shall receive pay for such vacation in an amount equal to twelve point eight percent (12.8%) of gross earnings for the year in which vacation entitlement is earned or thirty-two days' (32) pay at straight time rates, whichever is greater.

#### **6.07 Part-Time Employees**

Part-time employees shall receive vacation pay as per the Employment Standards Act of B.C. A part-time employee may schedule vacation time off consistent with the amount of eligible vacation as set out in the Employment Standards Act of B.C. This vacation shall be scheduled in accordance with Article 6.10.

#### **6.08 Vacation Pay on Termination**

In the event of termination of employment an employee shall receive vacation pay calculated according to Sections 6.02 to 6.06 above for any unused vacation entitlement based on service actually performed up to the date of termination.

#### **6.09 Vacation Entitlement**

Employees become entitled to an annual vacation on the conclusion of each calendar year. Except as provided in Section 6:10 (b) below, employees must take all of their vacation entitlement in the calendar year in which the entitlement applies and such vacation shall commence no later than twelve (12) months after the date on which the employee became entitled to it. Vacations shall be scheduled in accordance with Section 6.10.

#### **6.10 Vacation Scheduling**

a) It is agreed that not more than fifteen percent (15%) of the regular employees will be allowed to take vacation at any one time unless otherwise permitted by the Company. Notwithstanding the previous sentence, between November 15 and January 7 it is agreed that not more than ten percent (10%) of the regular employees will be allowed to take

vacation at any one time unless otherwise agreed to by the Company. Vacations will be scheduled by seniority. Employees will register their vacation desires, (first and second choice) on an annual vacation sheet which will be posted at all warehouse locations from January 1st until **February 28<sup>th</sup>**. **Employees requesting vacation between January and February 28<sup>th</sup> must submit their request by 31<sup>st</sup> October in the previous year.** Where employees divide their vacation, seniority will govern in scheduling first choices; second, etc. An employee who has not had his/her vacation scheduled by **February 28<sup>th</sup>** will be assigned vacation on a first come - first served basis, furthermore, any employee who has not scheduled or allotted his vacation by September 1 of each year shall have their vacation assigned by the Company. Furthermore, during the month of July and August vacations must be scheduled in one week increments.

- b) An employee entitled to three (3) or more weeks' vacation will be entitled to carry over a maximum of **two (2) weeks** of vacation at the original rate to the following year for the purposes of scheduling special extended vacations. Such requests must be made when the original year's vacation is scheduled.

#### **6.11 Vacation Entitlement for Absent Employee**

An employee who is absent for reason other than disability for more than 320 hours shall have their vacation entitlement reduced by a percentage amount equivalent to the percentage of time lost in that calendar year due to absence.

#### **6.12 Vacation Pay Paid Prior to Vacation Commencement**

Provided the employee requests vacation pay at least two (2) weeks prior to the commencement of a vacation, Vacation Pay will be paid to an employee on the last pay day immediately prior to the scheduled commencement of an employee's vacation. Employees will not be permitted to receive vacation pay advances.

#### **6.13 Vacation Displaced by Disability**

Where during his/her vacation an employee is otherwise entitled to disability benefits, he/she shall be entitled to take his/her vacation with pay or the portion thereof that has been displaced at another time or at the conclusion of his/her period of convalescence, provided that the disability in question commenced prior to the scheduled vacation period. Such rescheduling shall be subject to operational requirements.

#### **6.14 Vacation on Statutory and Paid Holidays**

Should a Statutory or Paid Holiday occur on a normal work day while an employee is on annual vacation, he/she shall receive an additional day off with pay to be taken at a time mutually agreed between the Company and employee.

#### **6.15 Requirement to Take Vacation**

No vacation pay will be paid for vacations not taken unless arranged in accordance with Article 6.10 (b).

### **ARTICLE 7 - STATUTORY AND PAID HOLIDAYS**

#### **7.01 Holidays Designated**

An employee shall receive pay as determined pursuant to Sections 7.02 and 7.03 for the following Statutory Holidays (or any day proclaimed in lieu thereof):

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

and any other day statutory holidays proclaimed by the Government of British Columbia.

#### **7.02 Eligibility**

To be eligible for the statutory holiday pay an employee must have been employed by the Company for at least thirty (30) days prior to the date of the statutory holiday. Any proven abuse of this clause by way of absenteeism may be dealt with in a disciplinary manner.

#### **7.03 Statutory Holiday Pay**

An employee who qualifies for statutory holiday pay in accordance with Sub-section 7.02 above will receive such statutory holiday pay in an amount equal to his/her regularly scheduled daily straight-time wages provided the employee has worked a minimum of one hundred and twenty (120) straight time hours during the thirty (30) days immediately preceding the holiday. Employees who have not worked a minimum of one hundred and twenty (120) straight time hours of the thirty (30) days immediately preceding the holiday, will have holiday pay determined by dividing such employee's straight time wages over the thirty (30) day period by the number of days worked, to a minimum of fifteen (15).

#### **7.04 Pay For Working Statutory Holiday**

An employee scheduled to work on a statutory or paid holiday as per 7.01 will be paid for work actually performed at one and one-half (1 1/2) times the employee's straight time basic hourly rate of pay for the first four (4) hours and double time thereafter. In addition, such employees shall receive a day off with pay, as calculated as per 7.03, to be taken at a mutually agreeable time. Where a normal afternoon or night shift continues into a statutory holiday, or starts prior to the end of a statutory holiday, and is not deemed to be the holiday shift, this clause shall not apply to any hours worked on that shift.

**7.05** In the event that a statutory holiday falls on an employee's regular day off he/she shall, upon request and consistent with the efficient operation of the business, be entitled to the day following such statutory holiday with pay by mutual agreement.

### **ARTICLE 8 - GRIEVANCE PROCEDURE**

#### **8.01 Grievance Definition**

A "grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any question as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action. "Party" means one of the parties to this Agreement.

## **8.02 Employee/Union Grievances**

### Step 1

All employees shall attempt to settle any complaint or dispute with their immediate supervisor before proceeding with the Grievance Procedure.

### Step 2

Failing resolution of the complaint or dispute at Step 1, the employee or employees concerned, accompanied by the Shop Steward, may submit the grievance in writing to the Warehouse Operations Supervisor within ten (10) working days of the events giving rise to the grievance. The Warehouse Operations Supervisor shall reply to the grievance in writing within ten (10) working days of it being received at this step.

### Step 3

Failing resolution of the grievance at Step 2, the employee or employees concerned, and/or the Union, may submit the grievance in writing to the Warehouse Operations Manager or his/her authorized representative within ten (10) working days following receipt of the reply at Step 2, or following the date on which the Step 2 reply should have been received. The Warehouse Operations Manager or his/her authorized representative, accompanied if so desired by other representatives of the Company, may meet with a Union Representative within ten (10) working days of the receipt of the grievance with a view to achieving a settlement. The Warehouse Operations Manager, or his/her authorized representative, shall reply to the grievance within twenty (20) working days after it was received at this step.

### Step 4

Failing resolution of the grievance at Step 3, then the Union may advance the grievance to arbitration provided written notice of such is given to the Company within twenty (20) working days following receipt of the Company's reply at Step 3.

## **8.03 Dismissal and General Application Grievances**

Grievances concerning dismissals or the general application of this Agreement shall be filed at Step 3.

## **8.04 Griever's Right to be Present**

The Griever may elect to be present at any stage of the Grievance Procedure.

## **8.05 Management Grievances**

### Step 1

The Company may submit the grievance in writing to the Union within ten (10) working days of the events giving rise to the grievance. The Company President or his/her authorized representative, accompanied if so desired by other representatives of the Company, may meet with Union Officer(s) within ten (10) working days of the receipt of the grievance with a view to achieving a settlement. The Union shall reply to the grievance within twenty (20) working days after it is received.

### Step 2

If a satisfactory settlement is not reached at Step 1, then the Company may advance the grievance to arbitration provided written notice of such is given to the Union within twenty (20) working days following the receipt of the Union's reply at Step 1.

#### **8.06 Time to Process Grievance**

Absence from work shall be permitted where it is required in connection with the handling of a grievance provided that permission is received in advance from the supervisor. Such permission shall not be unreasonably withheld. Time spent in handling grievances, during working hours and at the Company's premises, shall be considered time worked.

#### **8.07 Time Limits**

Time limits mentioned in this Article are essential to the timely resolution of grievances but may be extended by the mutual agreement of the parties.

#### **8.08 Justice and Dignity**

Where an employee is suspended as a result of normal progression of discipline and that employee elects to grieve his suspension, the discipline will be considered to be imposed at the time dispensed, however, the employee will serve the suspension (if a suspension has been maintained) once the grievance is resolved whether settled or abandoned by the Union. The Union agrees it will not delay the processing of such cases. If the Union delays the processing of the case beyond the time limits of Article 8 the Company shall have the right to impose the suspension.

### **ARTICLE 9 - ARBITRATION**

#### **9.01 Arbitrator Selection**

In any case in which an Arbitrator shall be required under this Agreement, a single Arbitrator shall be selected by mutual agreement of the parties.

If after thirty (30) days following the referral of the dispute to arbitration the parties are still unable to agree on a single Arbitrator, an Arbitrator shall be selected from the following names:

**Mark Brown** or James Dorsey

#### **9.02 Presentation of Evidence**

Each party shall be entitled to be represented by counsel or otherwise and to present evidence, to cross-examine the witness (s) of the other party and to present arguments orally and/or in writing.

#### **9.03 Expenses of the Arbitrator**

The expenses of the Arbitrator and of the place of hearing shall be borne in equal shares by the Union and the Company.

#### **9.04 Witness Fees and Allowances**

Witness fees and allowances shall be paid by the party calling or appointing such witnesses.

**9.05 Costs**

No costs of arbitration shall be awarded to or against either party.

**9.06 No Right to Alter Amend or Modify Agreement**

The Arbitrator shall deliver its award in writing to each of the parties. Such award shall be binding on the parties but in no event shall the Arbitrator have the power to alter, modify, or amend this Agreement in any respect.

**9.07 Reinstatement of Employee**

Should an Arbitrator appointed under this Article find that an employee has been discharged or suspended for other than proper cause, or has been laid off contrary to the provisions of this Agreement, the Arbitrator may direct the Company to reinstate the employee and pay to him a sum equal to his/her wages lost by reason of his/her discharge, suspension or lay-off; or such lesser sum as in the opinion of the Arbitrator is fair and reasonable; make such order as it considers fair and reasonable, having regard to the terms of this Agreement.

**ARTICLE 10 - DISCIPLINE**

**10.01 Just Cause**

The Company agrees that an employee bound by this Agreement may only be disciplined for just and reasonable cause. The Company shall administer discipline in a manner that is consistent with accepted jurisprudence concerning progressive discipline.

**10.02 Reasons for Discipline Written**

The Company shall set out its written reasons for any discipline resulting in the discipline, suspension or discharge of an employee, with a copy to a shop steward and the Union.

**10.03 Right to Representation**

The Company agrees that if it intends to implement written discipline or if it intends to suspend or discharge an employee, a shop steward shall be present. Where a shop steward is not reasonably available and the situation warrants immediate action, the employee may be sent home and held out of service until a union representative is available. **When a shop steward is not immediately available, the employee will select a member of their choice from the bargaining unit to act as shop steward.**

All time spent away from work shall count towards any discipline the Employer intends to administer. If the Employer decides to discipline less than the time that the employee is held out of service the employee shall be compensated for those lost wages and benefits and otherwise be made whole.

**10.04 Employee and Union Advised of Complaint**

No complaint shall be recorded against an employee nor may be used against him/her at any time unless said employee and the Union are advised accordingly in writing within fifteen (15) working days of the Company's knowledge of the incident or occurrence, giving rise to the complaint.

This provision will not apply to major infractions where the Company advises the Union confidentially that an investigation is taking place.

**10.05 Limitation on Holding Discipline Against Employee**

Any complaint recorded against an employee shall automatically be cancelled after fifteen (15) months, and may not be held against him/her thereafter, so long as the employee has no subsequent discipline over the same fifteen (15) month period. Automatic cancellation does not apply to theft, physical violence or deliberate damage to Company property.

**10.06 Access to Personnel File**

An employee will have the right to check his/her employment record file upon the Company being given forty-eight (48) hours written notice.

**10.07 Signing not Agreement**

Whenever an employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

**10.08 Picket Lines**

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line in connection with a labour dispute. Failure to cross a legal picket line shall not be considered grounds for disciplinary action or otherwise to be a violation of this Agreement.

**ARTICLE 11 - SHOP HEALTH, SAFETY AND ENVIRONMENT**

**11.01 Duties of the Company**

The Company shall establish healthy and safe working conditions and shall take all reasonable precautions to protect the health and safety of its employees.

**11.02 Union-Company Consultation**

- a) The Company shall maintain an Occupational Health and Safety Committee consisting of six (6) members, equally representing the Company and the employees.
- b) This Committee shall consist of representatives of the Company and the employees pursuant to the WorkSafeBC Occupational Health and Safety regulations. The employees' representatives shall be elected by a vote supervised by the Union.
- c) The general duties of the Occupational Health and Safety Committee shall be as directed by the regulations made pursuant to the Workers Compensation Act.
- d) The Company will pay employee members for the actual time spent in attending Occupational Health and Safety Committee meetings, and such time shall be considered as time worked.

**11.03 Right to Refuse to Work in Unsafe Conditions**

No employee shall be required to work on a job or in any workplace or to operate any equipment where he/she has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

An employee who refuses to carry out a work process, or operate a tool or equipment shall forthwith report the circumstances of the unsafe condition to the supervisor.

The supervisor will advise members of the Labour/Management Committee.

An employee who exercises his/her rights under this article will not be subject to discipline in any form or suffer any loss of wages, provided that the refusal is bona fide.

#### **11.04 WHMIS Disclosure**

The Company shall ensure that all chemical compounds used shall have full WHMIS disclosure which will be provided to the Labour Management Committee and the employees.

The Company shall notify all workers exposed to a particular toxic substance or safety hazard of the dangers they face, possible symptoms, necessary medical tests and treatment, and plans to eliminate the hazard.

#### **11.05 Compliance with Health, Safety and Environmental Legislation**

The Company shall comply with all applicable provincial and municipal health, safety and environmental legislation and regulations.

All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Labour Management Committee.

Any violations of these laws and regulations witnessed by an employee shall be promptly reported to a supervisor. No employee shall be disciplined for reporting a bona fide violation of these laws and regulations to the appropriate authorities in the event a supervisor is not available or the matter is not being remedied in what the employee believes the appropriate time.

#### **11.06 Leave for Health and Safety Training**

The Company agrees to allow two (2) Union Committee members time off to a maximum of two (2) days leave of absence per employee per year to attend seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters. The Company agrees to pay one half (½) of the time lost of such absences to a maximum of four (4) days and the Local Union will pay the remainder.

#### **11.07 Proper Training and Education**

The Company and the Union recognize the need to provide employees with opportunities to improve their abilities in the performance of their work and to upgrade their qualifications in order to prepare for new methods or procedures that arise from the changing business and industry environment. In recognition of this fact, the Company will consult on a regular basis with representative shop stewards and other employees on training initiatives and will seek input as to how the provision of training can be made more effective. The Company will also post training opportunities as they arise for which regular employees may apply. The Company shall determine which of the applicant employees are suitable for the training opportunities and such training will be provided to employees so selected in order of seniority at a time consistent with operational requirements. If an applicant is considered unsuitable for training, the employee shall be advised of such in writing, with reasons. Any employee who applies for and successfully completes training must accept work related to that training.

The Company agrees to post a minimum of two (2) training opportunities every twelve (12)



months.

No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper training and instruction.

#### **11.08 Injured Worker Provisions**

- a) An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay.
- b) If required, such employee shall be provided with transportation to his/her doctor's or hospital and to his/her home.
- c) **When requested by the Company to have Functional Ability forms to be filled out by an employee's physician/doctor for non-occupational illness or injury, the Company will reimburse the cost to a maximum of One Hundred and Twenty Dollars (\$120.00) per year.**

#### **11.09 First Aid Attendants**

Where the Company is required by legislation to do so, it will post for a qualified employee to act as a first aid attendant on each shift. The Company shall select first aid attendants based on qualifications, seniority and shift assignment.

Such an employee required by the Company to attend classes for obtaining, renewing or upgrading a first aid certificate will be compensated for any lost earnings and/or the cost of the course, provided the course is successfully completed. A qualified employee acting in the capacity of first aid attendant shall receive a premium of seventy-five (75¢) cents per hour worked while acting as a designated first aid attendant on a shift.

#### **11.10 WorkSafeBC**

- a) In the event the Company protests an employee's claim for WorkSafeBC the Company agrees to immediately advise the Union Business Representative in writing with an outline of the reasons for the protests and copies of any correspondence to the WorkSafeBC regarding the protest.
- b) The Company agrees that an employee shall have access to his or her first aid/medical records.
- c) The Company agrees to provide the Union with a copy of the Accident Report Forms submitted to the WorkSafeBC.

#### **11.11 Working Alone**

Employees will not be required to work alone without:

- a) another person present in the building in which they are working and;
- b) a process in place for periodically checking on the employee.

#### **11.12 National Day of Mourning**

Each year on April 28th at 11:00 AM work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

### 11.13 Protective Equipment

- a) Protective equipment shall be supplied by the Company as and when required. Employees are expected to take reasonable care of equipment supplied.  
The items to be provided as and when required are as follows:  
Goggles  
Dust Masks  
Gloves will be supplied on an exchange (worn out or reasonable wear and tear) basis.
- b) Where safety boots are required by the Company, the Company will contribute up to **one hundred and thirty dollars (\$130)** per calendar year to the cost of a pair of safety toe boots **and insoles**, to all regular and part-time employees upon satisfactory proof of purchase and who have worked five hundred (500) hours in the previous year.
- c) Safety vests are mandatory on the shop floor and are the responsibility of the employee. Each employee who completes probation shall receive fifteen dollars (\$15.00) per year of employment for the purchase of safety vests. Employees who currently have a company supplied vest shall be permitted to keep such vests.

### 11.14 Plant Conditions

- a) The Company shall provide proper washing facilities, lockers of a suitable size (for regular employees only) and a properly ventilated lunchroom of sufficient space as to accommodate the employees on shift.
- b) The Company will provide and maintain in working order two (2) refrigerators, three (3) toaster ovens and six (6) microwave ovens of suitable size in the lunchroom.

### 11.15 Video Surveillance

Where video surveillance is utilized the Employer agrees not to use such videotape surveillance to monitor an employee's work performance, except in the case of an alleged theft, assault, other criminal act, or safety violation that results in an accident.

## ARTICLE 12 - SENIORITY

- 12.01 a) The seniority of a regular employee means the length of his/her continuous unbroken service as a regular employee with the Company.
- b) The seniority of a part-time employee means the length of his/her service as a part-time employee with the Company since his last date of hire.

### 12.02 Seniority Lost

An employee may lose seniority, and may be terminated where he:

- a) voluntarily terminates his/her employment;
- b) is discharged by the Company;

- c) is laid off and is not recalled within the time specified in Article 14;
- d) fails to return to work on the date specified for a leave of absence (extenuating circumstances of a reasonable nature will be excluded);
- e) is absent without leave for three (3) consecutive days (extenuating circumstances of a reasonable nature will be excluded).
- f) With respect to part-time employees only, if such employee is not called into work for a period of two (2) consecutive months or who is unavailable to report for work when called in on three (3) consecutive occasions or any three (3) separate occasions in any two (2) month period, without reasonable excuse. For the purpose of this clause a reasonable excuse shall be limited to:
  - i) absence due to a WCB claim;
  - ii) illness; proof of illness may be required if the absence is greater than three (3) days or where it appears a pattern of consistent or frequent absence is developing;
  - iii) illness of a dependent child of an employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing. Such leave will not exceed two (2) days at any one time;
  - iv) medical or dental appointments. Proof may be necessary.
  - v) vacations as provide for in Article 6.07 of this Agreement, provided such vacation time has been scheduled in accordance with Article 6.10.

### **12.03 Seniority Lists**

The Company will prepare separate seniority lists for regular and part-time employees and present it to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty (60) days, and will establish the seniority of an employee who does not protest his status in writing, within the said sixty (60) days. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:

1. employee's name
2. employee's starting date for the seniority purposes (as defined in 12.02)
3. employee's length of service in years and days

Probationary employees will also be shown on the list.

**12.04** An employee's seniority shall commence following the completion of the probationary period and shall include the probationary period.

**12.05** Any regular employee on leave of absence engaged in gainful employment without written consent from the Company and the Union shall forfeit his/her seniority rights and his/her name will be stricken from the seniority list and he/she will no longer be considered an employee of the Company.

### **12.06 Promotion Outside the Bargaining Unit**

When an employee within the bargaining unit covered by this Agreement receives leave of absence to take a position within the Company which is beyond the sphere of the bargaining unit, he/she may retain his/her seniority for a maximum of six (6) months within the former unit. At the end of this period of six (6) months, the employee must exercise his/her seniority rights by returning

to his/her former unit or relinquish all such seniority rights. During the six (6) month period the employee will still be required to pay union dues.

### **12.07 Probationary Period**

An employee will be considered as on probation during the first fifty (50) days actually worked. During the probationary period the Company may terminate a probationary employee for any reason if the probationary employee is not suitable for continued employment. The fifty (50) day probationary period referred to above may be extended with the mutual agreement of the Company and the Union.

## **ARTICLE 13 - JOB POSTING AND JOB AWARDS**

### **13.01 Posting Provisions**

- a) Job openings for regular positions, (except lead hands), shall be posted on all Company bulletin boards for five (5) working days. The foregoing does not apply where the vacancy is for less than thirty (30) calendar days.
- b) If an employee is not at work when a job is posted and if that employee has previously indicated his/her interest, in writing, to apply on any job postings, the employee will automatically be considered for the job by the Company.
- c) The part-time seniority list of those employees who have completed probation shall not exceed twenty percent (20%) of the total workforce. In the event it exceeds twenty percent (20%), the Company will post positions for regular employees until the part-time seniority list is twenty percent (20%) or less of the total workforce. Where there is a temporary need for additional employees on a short term basis, not to exceed thirty (30) days, this clause shall not apply.

**13.02** Appointments to openings for regular positions shall be made by the Company to the most senior part-time employee applicant who has the skills and ability to perform all required work. Where there is no part-time employee applicant or if the Company determines that no current part-time employee possesses the skills and ability to fill the vacant position, then the vacancy shall be filled by hiring a new employee and the provisions of Article 1.03 (d) shall apply.

## **ARTICLE 14 - LAYOFF, RECALL AND PLANT CLOSURE**

### **14.01 Layoff and Recall**

In the event of layoff of regular employees, the Company agrees that regular employees shall be laid off in reverse order of seniority subject to the remaining employees having the skills and ability to satisfactorily perform the required work.

When regular work becomes available, a laid off regular employee will be recalled as a regular employee in order of seniority provided he has the skills and ability to perform the required work. Employees recalled must report for work and perform the duties of the position as assigned in accordance with Article 14.02 below.

### **14.02 Recall Procedure for Regular Employees**

- (a) All employees who have been laid off must contact the Company on a daily basis to determine if they will be required for work the next day. Where the lay-off exceeds one (1) week in duration, the employee will no longer be required to contact the Company on a daily basis, and the employee will be notified of recall by telephone and registered mail (registered mail for regular employees only)
- b) On lay offs over one week in duration a regular employee must be available to return to work within seven (7) consecutive days from the date of notification of recall. If a regular employee is unable to be contacted or is unable to return to work during the seven (7) consecutive day period, a qualified employee with less seniority who is available to report immediately and work continuously during the seven (7) consecutive days shall be recalled, and the more senior regular employee originally contacted shall be entitled to the job after the seven (7) consecutive day period.
- c) Laid off regular employees will be retained on the recall list for a period of twelve (12) months. With respect to part-time employees only, Article 12.02(f) shall apply.
- (d) Recalled employees will be credited with the seniority they have accumulated in accordance with Article 12.01.
- (e) It is the responsibility of the laid off employees to keep the Company informed of their current address and telephone number.

**14.03** Where there are unanticipated circumstances that change an employee's scheduled work, the Company will endeavour to contact the affected employee(s) by telephone and will leave a message where direct contact is not made.

**14.04 New Regular Employees**

New regular employees will not be hired while regular employees are on layoff, unless none of the laid off employees are available or qualified to perform the work.

**14.05 Payments on Layoff**

Upon laying off a regular employee, provided the layoff exceeds or is anticipated to exceed two (2) weeks, the Company will provide a record of employment certificate.

The Company will make full payment of all monies owed to that employee forthwith, providing the employee (s) so indicates.

**ARTICLE 15 - LEAVES OF ABSENCE**

**15.01 Paid Leave - Compassionate Leave**

In the event of a death in the immediate family and upon the request of a regular employee, three (3) consecutive straight time days off work will be paid by the Company. Immediate family shall be defined to include spouse, mother, father, children, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, foster children and foster parents. Where the employee is required to travel one thousand (1000) miles or more (round trip) for the purpose of attending the funeral of the member of the immediate family, two (2) additional days of with pay will be granted at the time of the funeral **provided written proof of travel is provided to the Company.**

Upon giving twenty-four (24) hours notice, an employee shall be granted time off without pay for the purpose of attending a funeral of a person outside of the immediate family, provided that the granting of such time off shall not be inconsistent with the efficient operation of business.

Upon request, an employee will be granted up to an additional five (5) work days without pay for compassionate reasons to be taken at the same time as the bereavement leave.

### **15.02 Jury Duty**

Any regular employee who is required to perform jury duty or is subpoenaed as a witness on a day on which he/she would have normally worked, will be reimbursed by the Company for the difference between the pay received for jury duty and his/her regular straight hourly rate of pay for his/her regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) or ten (10) per day or forty (40) hours per week, less pay received for jury/witness duty. The employee will be required to furnish proof of jury/witness service and jury duty/witness pay. Any employee on jury/witness duty shall, subject to this provision, make himself available for work before or after being required for such duty where practicable. This section will have no application for an employee on leave of absence, or when absent due to illness or injury, annual vacations, WorkSafeBC or as otherwise covered in this agreement, or if the matter is one to which the employee is a party.

### **15.03 Leave for Union Business**

- a) Subject to operational requirements, the Company will grant a leave of absence without pay to an employee who attends essential Union business. The Union will give fourteen (14) days notice of such request. The Company will endeavour to let a maximum of two (2) employees go at any one time, with maximum leave not to exceed five (5) days. The Company will endeavour to let a maximum of one (1) employee go with notice of less than fourteen (14) days.

Notwithstanding the foregoing, the Company agrees that one (1) employee, elected by the membership, will be paid to negotiate the collective agreement on Company time with full pay and benefits.

- b) A maximum of one (1) regular employee elected or appointed to a full time position with the Union shall be granted an indefinite leave of absence without pay, provided that the Union advises the Company thirty (30) days prior to the beginning of the leave.

During such leave, the employee's seniority shall accumulate, health and welfare benefits shall be suspended at the end of the current month and annual vacation benefits will be suspended immediately. They will both again be in effect the first day the employee returns to work.

### **15.04 Leave for Personal Reasons**

Subject to operational requirements, an employee may be granted a leave of absence without pay for sufficient reason, if such leave is requested in writing by the employee.

Permission for such leave must be granted in writing and given to the employee prior to the leave commencing. Employees must give the Company fourteen (14) days notice when requesting such leave, or the leave may not be approved. The notice required for the leave may be reduced and written request and approval may not be required for extenuating circumstances. Requests for

leaves of absence will be considered in an equitable manner. All such leaves will not be unreasonably denied.

#### **15.05 Parental Leave**

The Company shall grant unpaid leave in accordance with the Employment Standards Act of B.C.

#### **15.06 Education Leave**

For job related courses the Company will provide:

- a) reimbursement of the cost of fees for the course.
- b) reimbursement of the cost of texts and books for the course.
- c) Prior to receiving the reimbursement set out in (a) and (b) above, the course must be successfully completed by the employee.
- d) The Company must approve the course for the employee to be eligible for this benefit.
- e) Where the course and/or examination time may conflict with the employee's work time and no arrangements can be made to alter the employee's work schedule, the time away from work will be without pay.

### **ARTICLE 16 - GROUP BENEFITS**

16.01 Effective October 16, 2011, the company will agree to the terms of the Teamsters Local 31, Health and Welfare plan, with a cost not to exceed \$261 per month per eligible regular employee. This amount will change to \$265 effective January 1, 2012, to \$267 effective January 1, 2013, to \$269 per month effective January 1, 2014, **to \$275 per month effective date of ratification (March 15, 2015), to \$277 per month effective October 16, 2015, to \$279 per month effective October 16, 2016, and \$281 per month effective October 16, 2017.**

#### **16.02 Teamsters Health & Welfare Trust**

- a) The Company agrees to participate in the Teamsters Health and Welfare Trust Plan "A" as per Appendix "B" – Health and Welfare.
- b) The Company's responsibility is limited to the payment of premiums as set out in Part (a) above.

#### **16.03 B.C. Medical Services Plan**

Eligible employees may, at their option, be covered by the basic provincial medical plan. Coverage commences the first day of the month following the date an employee completes three (3) months employment with the Company during which the employee must have worked for a minimum of 300 hours. Benefit coverage will be extended to eligible spouses and dependents. For part-time employees this coverage shall be maintained provided the employee works a minimum of five hundred (500) hours per year.

**Eligible employees must complete the required application forms. Delay in submitting forms will result in delay of the benefit effective date.**

## **ARTICLE 17 – SICK/CARE DAYS**

**17.01** The Company will provide each regular employee with service in excess of one (1) year as a **regular employee**, five (5) paid eight (8) hour days or four (4) paid ten (10) hour days sick/care leave, to a total of forty (40) hours per year, to be used for the purposes of sick/care days only. Care days are to be used only for elder/child/other immediate family health care.

Sick/care days can be accumulated from year to year to a maximum of **forty (40)** days.

## **ARTICLE 18 - WAGES**

### **18.01 Rates of Pay**

- a) The effective dates and minimum rates of pay listed in the attached Appendix A, is agreed upon by both Parties and is part of this Collective Agreement.
- b) For clarification purposes, progression through the wage grid in Appendix “A” shall be based on hours actually worked (including overtime), plus paid statutory holidays, paid annual vacation, paid jury duty, paid bereavement leave, paid sick days taken pursuant to Article 17.

### **18.02 New or Changed Job Classification**

- a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- b) If the Parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.

### **18.03 Pay Days**

Wages shall be paid bi-weekly by Friday noon, with a maximum of five (5) days' pay held back, in a manner convenient to the Company, but in such a way as to eliminate waiting on the part of the employees.

Employees will be given a proper statement of all hours, indicating overtime hours, vacation earned to date, earnings and deductions, covering each pay period.

### **18.04 Method of Pay**

Employees will receive their pay by electronic transfer. All new employees must provide banking information upon commencement of employment. Notwithstanding the provisions of Articles 18.03 or 18.05, failure to provide required information will result in the employee not receiving pay. Where an employee's bank information changes, the Company must receive a minimum of ten (10) days written notice of such change in order to insure the employee receives their pay on time.

### **18.05 Pay Guarantee**



Provided that the banking information required under Article 18.04 has been given, where the electronic transfer does not occur on the payday, a cheque for the full amount shall be issued on the payday.

## **ARTICLE 19 - GENERAL PROVISIONS**

### **19.01 Terms More Advantageous**

The Union undertakes that no terms which are more advantageous than those contained herein will be extended to any competitor of the Company without the latter's prior knowledge.

### **19.02 No Strike - No Lockout During Agreement**

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.

### **19.03 Uniforms**

The Company agrees that if any employee is required to wear any kind of uniform as a condition of employment, such uniforms shall be furnished and maintained by the Company free of charge.

### **19.04 Company to Acquaint New Employees**

The Company will acquaint new employees with all the policies concerning their employment.

### **19.05 Work Away from Warehouse**

Where an employee is required to travel on Company business and such travel is outside the Lower Mainland area, he/she shall be paid for all travelling time at the applicable rates plus transportation and incidental expenses pre-approved by the Company. The Company will approve all arrangements.

### **19.06 Parking**

The Company will endeavour to provide suitable parking for the employees.

### **19.07 Leadhands**

Where the company deems it necessary to do so, it may appoint employees to act as a leadhands. Such appointments shall be made at the discretion of the Company and shall not be subject to the procedure set out elsewhere in this Agreement for the filling of vacancies. An employee acting in the capacity of leadhand shall receive a premium of one dollar (\$1.00) per hour for all time actually spent acting in that capacity. The leadhand will not have the authority to discipline or be required to recommend discipline of an employee.

### **19.08 Call-In Procedures**

The following Call-In procedures shall apply to all employees:

- a) When an employee is unable to work a scheduled shift he/she must call a supervisor or leave a voice mail message no later than two (2) hours before the start of the shift. This message must include the reason for being absent and indicate when he/she expects to be

available for work. Compliance with this requirement does not automatically recognize a leave of absence.

- b) Where the length of absence has not been pre-determined, employees who are absent from work for any reason other than long term layoff or disability must call the warehouse office every day. Failure to call-in may result in disciplinary action. If a phone call is not received in accordance with the procedure, the employee will be replaced by the next available qualified employee.

Any employee who fails to comply with (a) and (b) above and who subsequently reports in person for work shall not be permitted to work that day.

- c) **Employees applying for disability leave must notify the Company.**

#### **19.09 Illness and Discharge Coverage**

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 Plan fees and Union dues, so that the employee shall be protected to the utmost, provided:

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

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

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

Where the discharge of an employee is upheld by an arbitrator, or the grievance is withdrawn, the Union agrees to reimburse all moneys paid by the Employer under this Article within thirty (30) days of the date on which the grievance is withdrawn, or the date of the arbitration award upholding the employee's discharge.

### **ARTICLE 20 - HUMAN RIGHTS AND HARASSMENT**

**20.01** It is hereby agreed that the parties will not discriminate against any person or group of persons because of colour, national origin, religion, age, sex, marital status, sexual orientation or physical handicap as per the Human Rights code of British Columbia.

#### **20.02 Sexual Harassment**

All employees have the right to work in an environment free from sexual harassment. For the purpose of this clause, sexual harassment is defined as follows:

- a) Unwanted sexual advances made by a person who knows or ought to know that such advances are unwanted, or

- b) Implied or expressed promise of reward for complying with a sexually oriented request, or
- c) Implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request, or
- d) Sexually oriented literature, remarks and behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work.

### **20.03 Harassment Complaints and Procedures**

Employees may process complaints about harassment through the grievance procedure, subject to the following changes:

- a) Where a person who is the subject of the complaint is the Company representative at any step of the grievance procedure then the Union may bypass that step of the procedure or present the grievance to another appropriate Company representative;
- b) The Company and the Union representatives in the course of jointly investigating a complaint of harassment shall have due regard for the privacy and the confidentiality of any and all persons involved in the complaint;
- c) An arbitrator in the determination of a complaint of harassment may take reasonable steps to protect the interest of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties;
- d) Where the complainant and the person who is subject of the complaint are both members of the bargaining unit, then the arbitrator seized of a grievance of harassment shall also have the jurisdiction in respect of any grievance arising from related discipline of the employee who is the subject of the complaint.

## **ARTICLE 21 – RETIREMENT IN PENSION**

### **21.01 Pension Plan**

**Pension Plan** - Contribution to the Teamster's Pension Plan shall be \$0.90/hour effective October 16, 2011, \$1.00/hour effective October 16, 2012 and \$1.15/hour effective October 16, 2013, **\$1.20/hour effective date of ratification (March 15, 2015), \$1.25/hour effective October 16, 2015, \$1.30/hour effective October 16, 2016, \$1.35/hour effective October 16, 2017.** Effective the date of ratification the Company will transfer all regular employees to the Teamster's Pension Plan which shall be compulsory for all regular employees.

## **ARTICLE 22 - LABOUR/MANAGEMENT COMMITTEE**

- 22.01** There will be a joint Labour/Management Committee of two (2) Company and two (2) employee representatives, that shall meet a minimum of once every four (4) months (or sooner by mutual agreement) at a mutually agreeable time and place. Time limits may be extended by mutual agreement.

## **ARTICLE 23 - DURATION OF AGREEMENT**

### **23.01 Duration of Agreement**

This Agreement will be effective from October 16<sup>th</sup>, 2014 to and including October 15<sup>th</sup>, 2018.

### **23.02 Continuation and Bargaining**

- a) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
  - i) the Union commences a legal strike; or
  - ii) the Company commences a legal lockout; or
  - iii) the parties enter into a new or further Agreement.
- b) During the continuation period provided in (a) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.

**23.03 Duration As Agreed Only**

By agreement of the Parties hereto, the provisions of subsection (2) and (3) of Section 50 of the Labour Relations Code of the Province of British Columbia are specifically excluded.

Dated at Richmond, B.C., this 21 day of August, 2015.

FOR THE COMPANY:

Harjeet Kaur  
Harjeet Kaur

Brian Chipman  
Brian Chipman

FOR THE UNION:

Stan Hennessy  
Stan Hennessy

Mike Hennessy  
Mike Hennessy

Gerardo Murillo  
Gerardo Murillo

Nick DiCiacca  
Nick DiCiacca

**APPENDIX "A" - CLASSIFICATIONS AND HOURLY WAGES**

	<b>Oct. 16/14</b>	<b>Oct. 16/15</b>	<b>Oct. 16/16</b>	<b>Oct. 16/17</b>
HIRE	<b>\$15.76</b>	<b>\$15.76</b>	<b>\$15.76</b>	<b>\$15.76</b>
1000 hrs	<b>\$16.24</b>	<b>\$16.24</b>	<b>\$16.24</b>	<b>\$16.24</b>
2000 hrs	<b>\$17.65</b>	<b>\$17.67</b>	<b>\$17.85</b>	<b>\$17.85</b>
3000 hrs	<b>\$19.96</b>	<b>\$20.16</b>	<b>\$20.21</b>	<b>\$20.21</b>
4000 hrs	<b>\$20.97</b>	<b>\$21.18</b>	<b>\$21.24</b>	<b>\$21.24</b>
5000 hrs	<b>\$21.58</b>	<b>\$21.94</b>	<b>\$22.12</b>	<b>\$22.12</b>
6000 hrs	<b>\$24.62</b>	<b>\$25.09</b>	<b>\$25.64</b>	<b>\$26.19</b>

Students will be paid \$15.00 per hour regardless of length of service.

**Employees who, as of the Date of Ratification that have less than 1000 hours of service, shall be paid a rate of \$16.00 per hour for all hours worked from October 16, 2014 to the time they achieve 1000 hours of service and move up the wage scale. All items become effective the Date of Ratification unless specified otherwise and any retroactive payments will only be paid to employees who are actively employed as of the Date of Ratification.**

~~Company Pension: October 16, 2008 — \$0.90/hour~~  
~~October 16, 2009 — \$0.90/hour~~  
~~October 16, 2010 — \$0.90/hour~~

**APPENDIX B**

**TEAMSTERS' NATIONAL BENEFIT PLAN  
Plan A**

**1 - Participation**

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

**Section 2 - Board of Trustees**

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

**Section 3 - Trust Agreement**

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

**Section 4 - Plan Administration**

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

**Section 5 - Eligibility Conditions**

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

- (e) Notwithstanding the provisions of this section, any employee not covered under the Plan who is absent from work due to layoff, leave of absence, disability or any other temporary interruption of employment on the date coverage would normally take effect shall not be eligible to become covered until the date on which he returns to active employment and works one shift. Coverage for all benefits except weekly indemnity and long term disability will be established as of the first day of the month in which the return to work occurs. Weekly indemnity and long term disability benefits will be established as of the date of return to work.

### **Section 6 - Rehabilitative Employment**

Any employee who, immediately following a period of disability for which benefits were payable under the Plan, may, with the approval of the Union, the Board of Trustees and the Company return to work on a trial basis, either on full or limited duties without right or entitlement to coverage under the Plan other than would have been provided had such return to work not have occurred.

During such periods of "rehabilitative employment", it is agreed that:

- (a) The employee will be paid by the Company at his normal rate of pay for hours worked.  
(b) The duration of such rehabilitative employment shall exceed thirty (30) days only by mutual consent of all parties.

### **Section 7 - Benefits**

Benefits provided by the Plan are established by the Board of Trustees. Benefits currently provided are:

- (a) Group Life Insurance  
(b) Accidental Death and Dismemberment Insurance  
(c) Weekly Indemnity  
(d) Long Term Disability  
(e) Dental  
(f) Extended Health  
(g) Medical Services Plan of BC (**administered and paid for by the Employer**)

The amounts of coverage and details of each benefit are established by the Board of Trustees, and are subject to amendment by them from time to time.

It is understood that, should the provision of Medical Services Plan of B.C. coverage be removed from the Plan, the Employer will be fully responsible for providing such coverage, and that the cost of such coverage will be paid for by the Employer. It is further understood that entitlement to coverage for Medical Services Plan of B.C. coverage will be identical to entitlement to coverage under the Plan.

In the event that the Plan's weekly indemnity benefit is maintained at a level that will allow the Company to qualify for premium reduction under the Employment Insurance Act, the employees' share of such reduction (5/12) shall be retained by the Company as payment in kind for benefits provided.

### **Section 8 – Costs**

**The Company shall contribute one hundred percent (100%) of the contribution rate as set out in the Collective Agreement.**

### **Section 9 - Payment of Contributions**

- (a) Contributions will be made on a calendar month basis for each eligible employee and the Company shall remit the total contribution to the Plan not later than the twentieth (20th) day of the month for which coverage is being provided.

### **Section 10 - Termination of Coverage**

- (a) All coverage under the Plan will terminate at the end of the month in which lay-off or any other temporary interruption of employment commences.
- (b) If employment is terminated, coverage for the weekly indemnity and long term disability benefits will terminate immediately upon termination of employment and all other coverage will terminate at the end of the month in which termination of employment occurs.
- (c) It shall be the responsibility of the Company to advise the Administrator of the Plan in a timely fashion of termination of a member's coverage and the Company will be held responsible for any costs incurred by the Board of Trustees that result from late notification of termination of coverage.

### **Section 11- General**

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



## **APPENDIX "C"**

### **TEAMSTERS NATIONAL PENSION PLAN**

#### **Section 1 - Participation**

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

#### **Section 2 - Board of Trustees**

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

#### **Section 3 - Trust Agreement**

The Plan and the activities of the Board of Trustees will be governed by an Agreement and Declaration of Trust (the Trust Agreement), established January 1, 1982 and amended by the Trustees from time to time.

#### **Section 4 - Plan Administration**

The terms of the Plan and its administration shall be entirely the responsibility of the Board of Trustees provided the Plan is administered in accordance with the Collective Agreement, the Trust Agreement and any applicable government law or regulation.

#### **Section 5 - Eligibility Conditions**

- (a) Any member of the Union, employed pursuant to this Agreement, shall join the Plan on the first day of the month coincident with or immediately following the date on which the employee becomes a regular employee.
- (b) Notwithstanding subparagraph "(a)" above, any member of the Union, employed pursuant to this Agreement, who has been covered under the Plan within the 30 day period immediately prior to the date on which he commences work with the Company, and who becomes a regular employee, shall join the Plan on the later of his date of hire or the day following termination of his previous coverage.

It is understood that any person who is not subject to the terms of this Agreement, or any person employed on the basis of being a dependent contractor is not eligible to participate in this Plan.

#### **Section 6 - Benefits**

Benefits provided by the Plan are established by the Board of Trustees.

#### **Section 7 - Contributions**

- (a) The cost of contributions to the Plan shall be borne wholly by the Company.

- (b) The Company shall contribute in respect of each employee in accordance with the following:

Effective Date	Cents per hour
Date of Ratification	\$0.45/hour
October 16, 2009	\$0.55/hour
October 16, 2010	\$0.70/hour
October 16, 2011	\$0.90/hour
October 16, 2012	\$1.00/hour
October 16, 2013	\$1.15/hour
March 15, 2015	\$1.20/hour
<b>October 16, 2015</b>	<b>\$1.25/hour</b>
<b>October 16, 2016</b>	<b>\$1.30/hour</b>
<b>October 16, 2017</b>	<b>\$1.35/hour</b>

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

- all hours worked
- Periods of Paid vacation
- Jury Duty
- Bereavement leave
- Statutory holidays
- Special personal floating holiday

No contributions are required to be paid for:

- a) Workers Compensation
- b) Weekly Indemnity
- c) Long Term Disability

No contributions are required to be paid for:

- call time-where a call involves a four hour minimum embodying call time and hour worked only hours worked are contributed for
- severance allowance

- (d) (i) Contributions shall be made on a calendar month basis for each regular employee and the Company shall submit the total contribution to the Trust aforesaid, not later than the twentieth (20th) day of the following calendar month.
- (ii) The Company agrees to hold in trust, until remitted, all amounts payable in respect of the Plan pursuant to this Agreement.

## Section 8 - Non-Work Hours

In order that the Trustees may properly adjudicate any pension credits that may be due to an employee during periods of absence from work due to disability, the Company agrees to provide,

on a monthly basis, a report of all hours of work lost by any employee due to disability for which the employee is receiving temporary time loss benefits from the Workers Compensation Board, Weekly Indemnity or Long Term Disability Benefits under a group insurance plan provided pursuant to this Agreement or Maternity / Parental or Disability Benefits under the Employment Insurance Act.

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

**APPENDIX "D"**

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

Effective the date of ratification the company agrees to pay into the fund as follows:

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

The Employer shall make contributions of five cents (\$.05) per hour for which wages are payable hereunder for each employee and dependent contractor covered by this Collective Agreement.

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

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

**LETTER OF UNDERSTANDING**

**BETWEEN: CONTAINERWORLD FORWARDING SERVICES INC.**

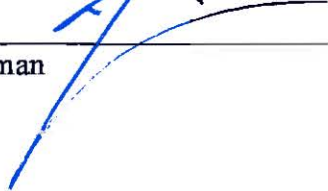
**AND: TEAMSTERS LOCAL UNION NO. 31**

**During negotiations, the Company indicated that it was investigating changes to the time clock locations and the scheduling of breaks. It is agreed that the Company will meet with the Shop Stewards and the Union Business Representative within ninety (90) days following the date of ratification to discuss any concerns that may arise from these changes.**

SIGNED THIS 24 DAY OF August, 2015.

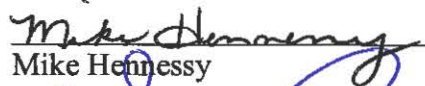
FOR THE COMPANY:

  
\_\_\_\_\_  
Harjeet Kaur


  
\_\_\_\_\_  
Brian Chipman

FOR THE UNION:

  
\_\_\_\_\_  
Stan Hennessy

  
\_\_\_\_\_  
Mike Hennessy

  
\_\_\_\_\_  
Gerardo Murillo

  
\_\_\_\_\_  
Nick DiCiacca

**LETTER OF UNDERSTANDING**

**BETWEEN: CONTAINERWORLD FORWARDING SERVICES INC.**

**AND: TEAMSTERS LOCAL UNION NO. 31**

**The Company agrees to meet with the Union within ninety (90) days following the date of ratification to review the Company's Attendance Management Program, and to discuss any grievances that may be outstanding regarding the application of this program.**

SIGNED THIS 24 DAY OF August, 2015.

FOR THE COMPANY:

  
\_\_\_\_\_  
Harjeet Kaur

  
\_\_\_\_\_  
Brian Chipman

FOR THE UNION:

  
\_\_\_\_\_  
Stan Hennessy

  
\_\_\_\_\_  
Mike Hennessy

  
\_\_\_\_\_  
Gerardo Murillo

  
\_\_\_\_\_  
Nick DiCiacca