

SOURCE	Union		
EFF.	07	01	01
TERM. 20	01	12	31
No. OF EMPLOYEES	20		
NOMBRE D'EMPLOYÉS	20		

## COLLECTIVE AGREEMENT

**BETWEEN:** VICTORIA LINE LTD.  
(hereinafter called the "Company")

### OF THE FIRST PART

**AND:** TEAMSTERS LOCAL NO. 31  
(hereinafter called the "Union")

### OF THE SECOND PART

**GENDER:** Wherever the use of male gender is used herein, it shall apply to the female gender where applicable.

## ARTICLE 1

### **Section 1**

It is recognized by this Agreement to be the duty of the Union, the Company or its bargaining agent, and the employees to fully co-operate individually and collectively for the advancement of conditions.

### **Section 2 - Union Co-operation**

The Parties agree at all times, as fully as it may be within their power, to further the interests of the industry.

### **Section 3 - Discrimination Between Employers**

The Union, the Company or bargaining agent undertake that no terms more advantageous than those contained herein will be extended to or agreed with any competitor of the Company without first notifying the Company or its bargaining agent of such terms in written form.

## ARTICLE 2

### **Union Recognition**

The Company recognizes the Teamsters Local Union No. 31 as the exclusive bargaining agent for all employees to whom the Certificate of Bargaining Authority issued by the Canada Labour Relations Board, applies.

## ARTICLE 3

### **Section 1 - Posting of Agreement**

The Company will provide a bulletin board in each Company lunchroom or dispatch area for the posting of this Agreement and for such notices as the Union or Company may from time to time wish to post. The said Union notices shall be posted and signed by an elected or appointed officer or other authorized representative of the Union.

### **Section 2 - Bargaining Authority**

All members of the Union shall receive a copy of this Agreement which is binding upon the bargaining authority and every employee in the unit for which the Union has been certified or where no certification

exists as recognized by this Agreement.

### **Section 3' - Check-Off**

Each new employee when hired by the Company will be informed by the Company that he is to contact the Union office or Shop Steward for the purpose of becoming a Union member and signing an Authorization Card authorizing the Company to deduct from his earnings Union initiation fees, Union dues and/or assessorial charges levied against him in accordance with the constitution and By-Laws of the Union of which he is a member and so indicated on the monthly or quarterly Check-Off List as provided by the Union to the Company. The Company shall remit same to the Union not later than fifteen (15) days from the date that the deduction was made from the employees' wages.

### **ARTICLE 4 - Union Shop**

(a) Every employee of the Company covered by this Agreement shall be a member of the Union in good standing during the whole of the term of this Agreement as a condition of employment with the Company, save hereinafter expressly provided.

#### **(b) Hiring New Employees**

When hiring a new employee the Company shall phone the Union office to advise the Union of the vacancy. If the Union has a candidate who may be suitable for the job, the candidate may be referred to the Company to complete an application and be interviewed. The Company is not obligated to hire candidates referred by the Union.

The Company shall furnish to the Union a list of new employees taken into employment by the Company within seven (7) calendar days of their being hired.

### **ARTICLE 5**

#### **Section 1 - Full-Time Employee**

**An** employee shall be a full-time employee of the Company, provided that:

- (a) he is hired by the Company as a full-time employee, designated as a full-time employee by the Company;
- (b) he has completed his probationary period and is so notified by the Company;
- (c) he recognizes the Company as his sole employer and makes himself available to the Company for year-round full-time employment;
- (d) he is fully qualified in regard to the Company approved physical examinations or other normal Company requirements.

#### **Section 2 - Part-Time Employee**

A part-time employee shall:

- (a) be all other Union employees of the Company, not being full-time employees as contemplated in Article 5, Section 1, hereof including seasonal employees;
- (b) be carried on a part-time employee's separate seniority list;
- (c) be given first opportunity to qualify as a full-time employee as openings become available, providing he meets all Company qualifications and requirements;

## **ARTICLE 6**

### **Section 1 - Conflicting Agreements**

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

### **Section 2 - Transfer of Company Title or Interest**

This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company shall notify the Union, in writing, not later than the effective date of the fact of any sale, transfer, lease, assignment, receivership or bankruptcy proceeding, not including the financial arrangements thereof.

## **ARTICLE 7**

### **Section 1 - Seniority**

Seniority shall be maintained in the reduction and restoration of the working force, providing the senior man is capable of performing the remaining job or jobs.

### **Section 2**

All new jobs or vacancies are subject to seniority and shall be posted in a conspicuous place at all locations for seven (7) days for bids.

Seniority will prevail for the purpose of shift preferential.

When a full-time employee is laid-off for lack of work, he will then have the right to fill, if qualified and capable in all respects, any position in the other unit, to which his seniority will entitle him.

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

All newly hired employees shall be on probation for the first 30 working days.

### **Section 4**

Part-time employees will not be used to deprive any full-time employees of the conditions of this Agreement.

### **Section 5**

The Company will post and maintain seniority listings. Such up-to-date listings will be posted as of January 1st, April 1st, July 1st and October 1st of each year. Copies of current listings will be provided to the Union. Such list to state starting date of employee.

### **Section 6**

When an employee's employment is terminated by the Company for proper cause or he leaves by his own choice, he will automatically be struck from the seniority list.

### **Section 7**

In the event that the Company purchases a business or any part thereof, the employees of which are covered

by a Collective Agreement with a Local Union of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, the seniority of such employees shall be computed from the date that they respectively first became employees of the business aforesaid.

## **Section 8**

An employee who has been laid off will retain seniority and the right to be recalled for the next sailing season. Employees who are laid off in the previous season shall advise the Company's personnel office, in writing, between February 15th and March 15th of each year to indicate whether they will be available for employment in the upcoming operating season. Employees who fail to notify the Company in accordance with this Article are subject to discharge from service.

## **Section 9 - Leave of Absence**

- (a) Any employee on leave of absence engaged in gainful employment without prior written permission from the Company, with a copy to the Union, shall forfeit his seniority rights, and his name will be stricken from the seniority list, and he will no longer be considered an employee of the Company.
- (b) 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 may retain his seniority for a maximum of ninety (90) calendar days within the former unit. Notice shall be given to the Union, in writing, prior to the employee leaving the bargaining unit for any period of time.

Employees who have been granted such leave of absence must remain a member of the Union and be covered under all benefits of the Collective Agreement, but shall not perform any duties covered by the bargaining unit. In such appointments, seniority shall be a consideration. The successful appointee shall not have the right to hire and fire during the ninety (90) day leave of absence. At the end of this period of ninety (90) calendar days, the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights.

## **ARTICLE 8**

### **Section 1 - Meal Period**

The employee shall, by mutual agreement between the Parties hereto, take at least one (1) continuous period for meals at not less than thirty (30) minutes or more than one (1) hour in any one day. Paid meal periods will be thirty (30) minutes. Further, no employee shall be required to take more than a thirty (30) minute period, except between the hours of 11:30 a.m. to 1:30 p.m. No employee shall be compelled to take more than one (1) continuous hour during such period, nor compelled to take any part of such continuous hours before he has been on duty three and one-half (3 1/2) hours or after he has been on duty five (5) hours.

Where an employee is required to work in excess of two (2) hours overtime, he shall be entitled to paid time off for the purpose of eating at the end of his regular shift, except in a situation where interruption of work is not practical, in which event the period may be staggered or postponed. Said meal period shall be paid at the applicable overtime rate of pay as provided in Article 22, Section 2 of this Agreement.

### **Section 2 - Rest Breaks**

Any employee shall be entitled to one (1) break of fifteen (15) minutes during both the first half and second half of any shift and where practical, during each two (2) hour period of overtime excepting during that period where a meal period is provided under Section 1 above. A coffee break shall be provided if the overtime worked is to exceed thirty (30) minutes. The commencement of this break may be staggered, but not beyond one-half hour.

## **ARTICLE 9**

### **Section 1 - Pay Period**

- a) Except as otherwise mutually agreed between the Parties, all employees covered by this Agreement shall be paid not less frequently than on every other Friday, all wages earned by such employee to a day not more than seven (7) days prior to the day of payment. The pay period shall commence each Sunday at 00:01 hours. The Company shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payment made to such employee. Such statement shall set forth the dated pay period, the total hours worked, the total overtime hours worked, either time and one-half or double time, the rate of wages applicable and all deductions made from the gross amount of wages.
- b)
  - (i) All employees shall have their cheques automatically deposited into the bank of their choice in British Columbia every second Friday. If any such Friday falls on a General Holiday, the payday will be on the preceding day.
  - (ii) If the direct deposit is not available on the pay day, the Company shall arrange for the Employee to be provided with an adequate advance on his/her salary.
  - (iii) Before the Company is obligated to fulfil their commitments under (a) above, the employee shall make the necessary arrangements with his/her bank or financial institution and forward the information to the Company and the financial institution must be able to accept such direct deposit.
- c) Except where otherwise mutually agreed, immediately prior to an employee leaving on annual vacation, he/she shall be entitled to receive pay by separate cheque in accordance with Article 23 of this Agreement, for that period of time he/she will be absent from work. However, if the employee fails to exercise this entitlement, such vacation pay will be paid to him/her on the first regular pay day following his/her return to work.

### **Section 2**

If, as and when an error occurs in an employee's pay cheque and the amount is equivalent to one (1) day's pay or more, he shall be entitled, on request, to a cheque being issued in favour of such employee as soon as possible and not later than the first (1st) Friday following the pay day on which the error was made for such shortage.

### **Section 3 - Separation of Employment**

Except as elsewhere herein provided, upon termination or quitting, the Company shall pay all money due to the employee as soon as possible, but not later than seven (7) calendar days thereafter.

## **ARTICLE 10**

### **Section 1 - Paid for Time**

All employees covered by this Agreement shall be paid for all time spent in service of the Company. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work or registers in whichever is later, until he is effectively released from duty.

### **Section 2 - Bereavement Leave**

When death occurs to a member of a full-time employee's immediate family, the employee will be granted, upon request, an appropriate leave of absence, and if he attends the funeral, he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule on any of the days prior to the

funeral, the day of the funeral, and the day after the funeral for a maximum of three (3) days.

Funeral leave is not compensable when the employee is on leave of absence, bona fide lay-off or for days falling outside the employee's regular work week.

An employee's immediate family is defined as an employee's spouse, mother, father, sons and step-sons, daughters and step-daughters, brothers and sisters, mother-in-law, father-in-law, grandfathers and grandmothers, which will also include his spouse's grandparents. Step-father or step-mother will be recognized, provided such step-father or step-mother had the status of the employee's father or mother. A working day lost shall be not more than eight (8) hours for hourly employees. Upon giving twenty-four (24) hours notice, an employee shall be granted time off without pay, for the purpose of attending a funeral, provided that the granting of such time off shall not be inconsistent with the efficient operation of the business.

### **Section 3 - Family Illness**

- (a) In the case of a serious illness of a dependent child of an employee, and when no one at the employee's home, other than the employee can provide for the needs of the ill child, the employee shall be entitled, after notifying his/her supervisor, to a maximum of two (2) days leave without loss of pay once per calendar year.
- (b) The Company may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

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

Any full-time employee who is required to perform jury duty on a day on which he would normally have worked or attends Court in response to a subpoena only to give evidence as a witness concerning matters occurring during the regular course of his employment with the Company will be reimbursed by the Company for the difference between the pay received for jury duty or witness attendance, and his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for jury duty. The employee will be required to furnish proof of jury service or witness attendance and jury duty pay or witness fees received thereon, and the employee shall be responsible to account to the Company for witness fees received both with a subpoena and subsequently to the service thereof. Any employee on jury duty or witness attendance shall, subject to this provision, make himself available for work before or after being required for such duty whenever practicable.

This clause will have no application for an employee on leave of absence or when receiving benefits under the Workmens' Compensation, annual vacations, or as otherwise covered in this Agreement.

### **Section 5**

- (a) Any Company-required physical or medical examination shall be promptly complied with by all employees provided, however, the Company shall pay for such physical or medical examinations or for any time lost as a result thereof during his working hours.
- (b) When a full-time employee is examined by a physician, paid by the Company, and it is found that such employee is not fit to carry on his employment, the paid Company physician shall first consult with the employee's personal physician. If after such consultation, it is found that the employee involved is capable of carrying on in his present class of employment, he will be reinstated forthwith.
- (c) An employee who has been absent from work because of illness or accident shall not suffer a reduction in his regular wages, only because the Company requires a medical examination prior to the employee resuming work.

If such employee is entitled to work under seniority and recall procedures, he will be paid his regular wages for each day or days until he returns to work, provided the Company medical examiner certifies the employee fit to resume work.

### **Section 6 - Compensation Sickness Coverage**

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

- (i) The employee reimburses the Company for such Union dues' contribution made on his behalf and is at no time more than five (5) months in arrears; and
- (ii) The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties.

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

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.

### **ARTICLE 11 - CONTRACTING OUT**

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

### **ARTICLE 12 - MANAGEMENT'S RIGHTS**

Subject to the terms of this Agreement, all matters concerning the operations of the Company business shall be reserved to the management. The Union recognizes that it is the function of the Company;

- 1) to maintain order, discipline and efficiency;
- 2) to hire, discharge, classify, suspend for proper cause, direct or transfer employees from one classification to another, move employees from one location to another for proper cause;
- 3) to increase and decrease working forces;
- 4) to make or alter from time to time rules and regulations to be complied with by its employees. These rules and regulations to be filed with the Union;
- 5) an employee will receive a copy of any written reprimand or warning letter placed in his files with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the employee's personal work history. However; any incident causing such written reprimand or warning letter over a period of twelve (12) months will not be used to compound other disciplinary action against the employee.

### **ARTICLE 13 - PROTECTION OF RIGHTS**

- a) It shall not be a violation of this Agreement or cause for discipline, including discharge, of any employee in the performance of his duties to refuse to cross a legal picket line. Each party shall notify the other as soon as possible of the existence of any picket line.
- b) If the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement.

- c) It is mutually agreed that there shall be no strike; lockout, slowdown or any unlawful stoppage of work during the term that this Agreement is in force.

## **ARTICLE 14 - SEPARATION OF EMPLOYMENT**

Except as elsewhere herein provided, upon discharge, the Company shall pay as soon as possible all money due to the employee. Upon quitting, the Company shall pay all money due to the employee on or before the pay day in the week following such quitting.

## **ARTICLE 15**

### **Section 1 - Inspection Privileges**

Authorized agents of the Union shall have access to the Company's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Company's working schedule. Permission shall be requested at the Company's office upon arrival, and shall be granted to designated areas.

### **Section 2 - Shop Stewards**

The Union shall elect or appoint a shop steward from among its members in the bargaining unit and shall notify the Company, in writing, forthwith of such appointments and deletions in each year of those employees so elected or appointed. The Company will recognize the shop steward and not discriminate against him for lawful Union activity. The Company will notify the Union seventy-two (72) hours prior to the dismissal of a shop steward.

Shop stewards shall not suffer a loss in regular pay as a result of their participation in the Grievance Procedures, Steps 1 and 2 and where possible, it if does not interfere with efficient operations, such participation will take place during the regular working shift.

## **ARTICLE 16**

### **Section 1 - Sanitary Conditions**

The Company agrees to maintain adequate clean sanitary washrooms and lunchrooms having hot and cold running water and with toilet facilities. Lockers will be supplied when required in new terminals, however, the Company will not be held responsible for contents. It shall be the responsibility of employees to use lunchroom and washroom facilities carefully and considerately in order to keep them in a clean and sanitary condition and free from unnecessary damage insofar as same may be possible with normal usage.

### **Section 2 - First-Aid Supplies**

The Company shall provide first-aid provisions in accordance with the Workers' Compensation Act.

## **ARTICLE 17**

### **Section 1 - Union Label**

A Union member shall have the right to wear or display the lapel pin depicting the recognized insignia of the Union.

### **Section 2 - Uniforms Supplied**

Where any employee is required to wear any kind of uniform or coveralls as a condition of continued employment, such uniform or coveralls shall be furnished by the Company at no cost to the employee. No



employee shall be disciplined or discharged for refusing to wear a uniform or coveralls that are not clean or do not fit properly or that do not bear a Union label.

### **Section 3 - Safety Shoe Allowance**

The Company will provide to each terminal GPR with 5 months seniority a safety shoe allowance of \$10.00 per month.

### **ARTICLE 18 - POSTING**

Part-time employees shall be notified before quitting time the day previous to their not being required for duty, except as otherwise mutually agreed to by the Parties hereto. Times shall be posted and remain posted until 9:00 a.m. the following day.

### **ARTICLE 19 - PAID FOR DAY OF ACCIDENT**

If an employee, after starting work, meets with an accident which incapacitates him from carrying on his duties, he shall be paid his full day's wages for the day of his injury, providing he is not in receipt of compensation from the Workers' Compensation Board for that day.

### **ARTICLE 20**

#### **Section 1 - Pay for Change in Classification**

When an employee is required to do work coming under more than one wage category for two (2) or more hours per day, the higher category shall prevail for the entire day.

### **ARTICLE 21**

#### **Section 1 - Health and Welfare**

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

Part-time employees shall receive an allowance for per day worked, in lieu of coverage under the Health and Welfare Plan in accordance with the following:

effective	January 1, 1997	\$4.85
effective	January 1, 1998	\$4.90
effective	January 1, 1999	\$4.95
effective	January 1, 2000	\$5.00
effective	January 1, 2001	\$5.05

#### **Section 2 - Pension**

Participation in the Teamster B.C. Master Employees Pension Plan covering members of the Union as set out in Appendix "D" hereunto annexed and forming part of this Agreement shall continue.

#### **Section 3 - Payment of Dues and Contributions**

(a) The Company agrees to make remittances to the Union for Union Dues, the Administrator of the

Health and Welfare Plan, the Administrator of the Pension Plan and the administrator of any other program to which the Company is required to make contributions under this Agreement in accordance with the appropriate Article or Appendix to this Agreement.

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

#### Section 4 - Trust Agreement

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

#### Section 5 - Delinquency

- (a) The Company acknowledges that the Trustees of the Health and Welfare Plan and the Pension Plan or any other Plan or Trust to which contributions are payable shall have the right to take legal action against the Company to obtain payment of all contributions and interest thereon due pursuant to this Agreement.
- (b) The Company agrees to make contributions to the Union for Union Dues and to the Trustees of the Health and Welfare Plan and the Trustees of the Pension Plan within the time limits specified in this Agreement and further agrees that, if such contributions are not received by the Union or applicable Plan Administrator within the agreed time period (or postmark on the envelope enclosing the contributions is not within the agreed time period), then the Company shall be liable for the payment of such contributions plus interest on the contributions at the rate of 2% per month from the date such contributions were due to the date of receipt by the Union or the appropriate Plan Administrator.
- (c) The Company agrees that, if the Union or the Trustees of any plan to which the Company is required to make Contributions pursuant to this Agreement incur any legal or other costs to recover contributions due and payable to the Company, the Company shall be liable to reimburse the Union or the applicable Trustees for such costs.

#### Section 6 - Medical Examinations

- (a) The Company may require an employee who is unable to work because of illness or injury to provide a statement from:
  - (1) a medical practitioner qualified to practice in the province of B.C.; or
  - (2) the consulting physician to whom the employee is referred by the medical practitioner in (1) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
    - i) where it appears that a pattern of consistent or frequent absence from work is developing;
    - ii) where the employee has been absent for six (6) consecutive scheduled days of work.
- (b) Where the Company requires an employee to submit to a medical examination or medical interview, other than in (a) above, it shall be at the Company's expense and the necessary leave from work shall be provided.

## **Section 7**

Companies which are in arrears in the remittance of Union dues or initiation fees of thirty (30) days or more, shall be required to pay all legal costs involved, should the Union take legal action to recover said payments.

## **ARTICLE 22**

### **Section 1 - Wages and Hours of Work**

- (a) Wages shall be paid in accordance with Appendix "A" attached hereto and forming part of this agreement.

#### **Hours of Work**

The standard hours of work for employees shall be as follows:

- (a) Three consecutive days on, followed by three consecutive days off where the shift is 12 hours long; or
- (b) Five days on, followed by two consecutive days off where the shift is 8 hours long;
- (c) Employees who report for work at the call of the employer shall be paid for all hours worked. If work is not available for the employee he/she shall be paid two (2) hours pay at his/her basic rate of pay.
- (d) If the Employee reports for and commences work, he/she shall receive a minimum of four (4) hours pay at his/her basic rate of pay unless the employee voluntarily elects to relieve themselves of duty earlier.

### **Section 2 - Overtime**

- (a) Overtime is work performed by an employee in excess of scheduled daily hours.  
**An** employee who works overtime shall be entitled to overtime compensation when:
  - (i) the overtime worked is authorized in advance by the Employer, and
  - (ii) the employee does not control the duration of the overtime worked.
- (b) Overtime compensation shall be paid at time and one half for the first two hours of overtime worked and double time for hours worked in excess of those two hours.
- (c) Employees called back to work by the Company after completing their scheduled shift and having left the terminal shall be compensated for a minimum of two hours at the applicable overtime rate of pay provided a return trip to and from the terminal is required in addition to the trip associated with the employees scheduled shift.

### **Posting Regular Shift**

The time of an employee's regular shift for the following week shall be posted or given to him prior to the time he completes his current weeks work. In the event of failure to post or give such notice, it shall be presumed that the times of his shift for the following week shall be the same as the current week.

### **Record of Employment**

When an employee leaves the employ of the Company for any reason, the Company shall immediately give to the employee his Record of Employment Certificate.

### **Exchange of Shifts**

Employees may exchange shifts with the approval of the Employer and the Union, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

### **Section 3 - General Holidays**

Pay for holidays when not worked shall be as follows:

Employees shall be paid for time not worked at the regular rate on New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and in the event a General Holiday is proclaimed by the Federal or the Provincial Government, such holiday shall be observed as a General Holiday.

Employees entitled to these eleven (11) paid holidays shall have been on the payroll thirty (30) calendar days previous to the holiday.

Employees absent from work by reason of leave of absence, discharge, quit or suspension shall not be entitled to general holiday pay.

The employee who is terminated or discharged for just cause within the thirty (30) calendar pay period shall not be entitled to general holiday pay. If an employee who has been laid off temporarily is returned to work within thirty (30) calendar days after the holiday, he/she shall be entitled to the paid General Holiday.

In the event that a general holiday falls on an employee's regular day off, either the day preceding or the day following, such general holiday shall be declared the general holiday, providing that it is consistent with the efficient operation of the business.

## **ARTICLE 23**

The following shall apply to employees that work on a year round basis.

### **Section 1 - Two Weeks Vacation**

Upon completion of one year's service, employees shall receive two (2) consecutive weeks vacation with eighty (80) hours pay at their hourly rate of pay in effect at the time they take their vacation or four percent (4%) of annual gross earnings, whichever is the greater. Vacation pay at four percent (4%) shall be paid to all employees with less than one (1) year of service.

### **Section 2 - Three Weeks Vacation**

Any employee completing three (3) years of continuous service shall receive six percent (6%) at the applicable work rate or one hundred and twenty (120) hours at their hourly rate of pay in effect at the time they take their vacation, whichever is the greater.

### **Section 3**

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

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

#### **Section 4**

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

#### **Section 5**

- (a) A calendar year shall be the period between January 1st and December 31st.
- (b) Where the date of commencement of employment is the anniversary date for the purpose of calculating annual vacations, employees shall receive vacations in accordance with the provisions contained in Sections 1, 2, 3 and 4 of this Article.
- (c) Irrespective of whether vacation benefits are calculated on the basis of (a) or (b) of this Section, vacation pay cheques will be issued to all employees in accordance with the provisions of Article 9, Section 1(b) of this Agreement.
- (d) An employee hired after January 1st in any year, and who does not qualify for a full annual vacation, shall be paid an amount equal to four percent (4%) of his total wages from date of employment to December 31st of that year, employee then to work a full year before receiving a full annual vacation with pay. Time off (without pay) will be allowed during this year with such time off being calculated on the basis of holiday pay.
- (e) Employees who receive their vacation pay on the percentage basis shall be paid the appropriate percentage of gross income shown on their T4 income tax statement. At the same time T4 slips are made available, the employer shall type on the amount of Union dues paid by each Union member in that year.

#### **Section 9**

- (a) All employees entitled to more than two (2) weeks vacation may receive them in one continuous period only if they take their vacation in the off-season. The Union and the Company may, however, waive this provision where an employee requests, for compassionate reasons, that he be granted all of his vacation continuously, within the prime season. Prime season - May 15th to September 30th.
- (b) Employees entitled to three (3) weeks vacation, but whose seniority is such that they would not otherwise qualify for a vacation in the prime season shall be given one week in that season.
- (c) Employees, with the exception of those described in (b) above, requesting a vacation during the prime season, shall receive two (2) weeks in one continuous period. The remainder of the vacation to which such employee is entitled shall be given during the off-season.
- (d) Employees shall be granted their vacation dates in order of their seniority, consistent with the efficient operation of the business. Vacation lists shall be posted on or before January 31st of each year.
- (e) Vacation period to start on completion of employee's normal work and end on the first day of his normal work on the completion of his vacation.
- (f) Where an employee has less than fifteen hundred (1500) hours and is terminating employment voluntarily or otherwise, he shall receive 4%, 5%, 8%, 10% or 12% of his earnings in lieu of the holidays to which he is entitled.

- (g) Unless otherwise mutually agreed between the Company and the employee, every employee shall be notified at least fourteen (14) days **prior** to being required to take any vacation period. Once vacation periods are established, the time shall not be changed, except where mutually agreed between the employee and the Company.
- (h) Any employee who accepts gainful employment while on vacation may be terminated.
- (i) Any regular employee receiving a differential or premium pay on a regular basis, this differential or premium pay will become part of his regular hourly rate of pay and shall be paid on all General Holidays and annual vacations.

## **Section 10**

Employees who work on a seasonal basis shall be compensated bi-weekly, vacation pay as follows:

Employees shall receive four percent (4%) of gross earnings in the current pay period.

Any employee completing three (3) years service shall receive six percent (6%) of gross earnings in the current pay period.

## **ARTICLE 24**

### **Section 1 - Savings Clause**

If any Article or Section of this Agreement or of any riders hereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been retained, shall not be affected thereby.

### **Section 2 - Negotiations for Replacement of Articles Held Invalid**

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 26 following.

## **ARTICLE 25**

### **Marginal Notations**

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

## **ARTICLE 26**

### **Section 1 - Grievance Procedure**

Whenever any dispute arises between the Company and the Union, or between the Company and one or more employees, the men shall continue to work and the dispute shall be adjusted in accordance with the following procedure:

STEP 1: Any grievance of an employee shall first be taken up between such employee and the Company Supervisor.

Time limit to institute grievance:

- (a) terminated or lay off - ten (10) days
- (b) all others - thirty (30) days

However, such employees will be entitled to representation by a shop steward or a Union representative.

STEP 2: Failing settlement under Step 1, such grievance shall be taken up between a representative of the Local Union or Shop Steward and the Company Supervisor.

STEP 3: Failing settlement under Step 2, such grievance and/or any questions, dispute or controversy that is not a kind that is subject to Steps 1 and 2, shall be taken up between two (2) authorized representatives of the Union and two (2) authorized representatives of the Company. The representatives of the Union and the Company shall exchange statements, in writing, setting forth their respective positions relative to the matter in dispute.

STEP 4: Failing settlement under Step 3, either party may refer the matter to an agreed upon neutral arbitrator who will meet with the authorized representatives of the Union and the Company to hear both sides of the case.

## **Section 2 - Minister of Labour**

If the Parties fail to agree upon a neutral arbitrator within five (5) days (excluding Saturdays, Sundays and Statutory Holidays) after one party has served written notice on the other party of its intention to refer the matter to a neutral arbitrator, the Minister of Labour will be requested to appoint a neutral arbitrator.

## **Section 3 - Arbitrator's Decision**

The arbitrator shall be required to hand down his decision within fourteen (14) days (excluding Saturdays, Sundays and Statutory Holidays) following completion of the hearing and his decision will be final and binding on the two parties to the dispute and shall be applied forthwith.

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

## **Section 4 - Costs**

The cost of the arbitrator will be borne equally by the Union and by the Company.

## **Section 5 - Meeting Chairman and Minutes**

Under STEP 3, the Company will act as Recording Secretary and will furnish the Union with a copy of any such Minutes. All copies of Minutes will be signed by both the Union and the Company representative(s). Under STEP 3, the Meeting Chairman will be rotated between the Union and the Company.

## **ARTICLE 27**

### **Section 1 - Term of Agreement**

This Agreement shall be for a term period from and including January 1st, 1997 to and including December 31st, 2001. Either party to this Agreement may, within four months immediately preceding December 31st, 2001 give to the other party written notice to commence collective bargaining.

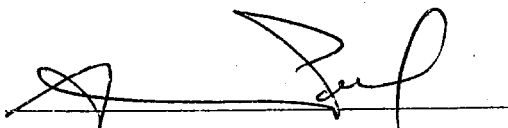
### **Section 2**

exercise of the rights of the Parties under (Part 5 of the ~~Canada Labour Code~~) including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement, will be observed and not varied, excepted by the Parties' mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

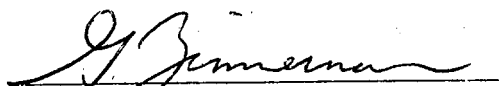
DATED THIS 29 DAY OF April, 1997.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals the day and year first above written.

**SIGNED ON BEHALF OF THE  
PARTY OF THE FIRST PART**

  
\_\_\_\_\_

**SIGNED ON BEHALF OF THE  
PARTY OF THE SECOND PART**

  
\_\_\_\_\_



## WAGE APPENDIX "A"

### GPR Terminal Years, Custodian, Office Clerk

effective date of signing	\$16.50/hour
January 1, 1998	\$16.83/hour
January 1, 1999	\$17.17/hour
January 1, 2000	\$17.51/hour
January 1, 2001	\$17.86/hour

### GPR Customer Service (Cashier, Baggage Handlers)

effective date of signing	\$15.00/hour
January 1, 1998	\$15.30/hour
January 1, 1999	\$15.61/hour
January 1, 2000	\$15.92/hour
January 1, 2001	\$16.24/hour

### Night Watchperson

effective date of signing	\$16.50/hour
January 1, 1998	\$16.83/hour
January 1, 1999	\$17.17/hour
January 1, 2000	\$17.51/hour
January 1, 2001	\$17.86/hour

## **APPENDIX B HEALTH AND WELFARE**

### Section 1 - Participation

It is agreed that the Company will participate in the Teamsters - Transport Health and Welfare Trust Plan (the Plan) instituted 1 July, 1971, and operated under an Agreement and Declaration of Trust revised on 26 November, 1990.

The Company's participation in the Plan will continue throughout the life of this Agreement.

### Section 2 - Board of Trustees

A Board of Trustees will be constituted of those persons provided for in the Agreement and Declaration of Trust (the Trust Agreement) and will include no less than three (3) people appointed by the Teamsters Local Union No. 31.

### Section 3 - 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 and any applicable government law or regulation.

The Plan and the activities of the Board of Trustees will be governed by an Agreement and Declaration of Trust, and benefit entitlement 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 4 - Eligibility Conditions

- (a) Any member of the Union who is a regular full-time employee in the employ of the Company on the date of this Agreement shall join the Plan on the date of this Agreement.
- (b) Any member of the Union who is hired by the Company after the date of this Agreement shall join the Plan immediately upon becoming a regular full-time employee.
- (c) If an employee whose coverage has been terminated due to lay-off is recalled and works a minimum of one full shift all benefits will be reinstated as of the date on which return to work occurs.
- (d) Part-time employees are not eligible for coverage under the Health and Welfare Plan but shall be paid the allowance specified in Article 21, Section 1 of this Agreement.

### Section 5 - Benefits

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

- (a) Group Life Insurance - \$20,000
- (b) Accidental Death and Dismemberment Insurance - \$40,000
- (c) Dental - 80% basic, 50% major, 50% orthodontic.  
Annual limit basic and major combined \$1,000  
Lifetime orthodontic limit - \$1,250
- (d) Extended Health Benefit
- (e) Medical Services Plan of B.C.

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 Company will be fully responsible for providing such coverage, and that the cost of such coverage will be paid for by the Company. 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.

#### Section 6 - Cost

The Company shall contribute one hundred percent (100%) of the contribution rate established by the Board of Trustees for any month in which any employee is covered by the Plan for one day or more.

Definition: The Company agrees to the contribution rate established by the Board of Trustees from time to time and also any increase in the premium rates of the B.C. Medical Plan.

#### Section 7 - Payment of Contributions

Contributions will be made on a calendar month basis for each eligible employee and the Company shall remit the total contribution to the Trust aforesaid, not later than the twentieth (20<sup>th</sup>) day of the month for which coverage is required.

Payment of contributions by the Company shall be subject to the conditions and provisions of Article 21 of this Agreement.

#### Section 8 - Termination of Coverage

Except as provided under Article 10, Section 6, hereunder,

- (a) All coverages under the Plan will terminate at the end of the month in which lay-off or any other temporary interruption of employment commences.
- (b) 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 9 - Failure to Remit Contributions

It is agreed that, if the Company fails to remit contributions due under this Agreement on behalf of any eligible employee, the Company shall be liable for the payment of all benefits the employee does not receive from the Health and Welfare Plan but would have received had the Company remitted the required contributions.

#### Section 10 - General

- (a) It shall be the responsibility of the Trustees of the Plan to provide all necessary enrollment and administrative forms to the Company.
- (b) It shall be the responsibility of the Company to provide to the employee the necessary forms to enroll in and make claim under the Plan.
- (c) It shall be the responsibility of the employee to cause such forms to be completed.

**APPENDIX "C"**  
**TEAMSTERS' - BC MASTER EMPLOYEES PENSION PLAN**

Section 1

The Teamster - B.C. Master Employees' Pension Plan is designed to supplement other forms of pension an employee may have.

The Company together with other Companies signing a Collective Agreement that is the same or substantially the same as the B.C. Master Cartage and Warehousing Agreement on the one Part, and Teamsters Local Union No. 31 on the other Part, have together established a Pension Plan to be known and described as:

**Teamsters - B.C. Master Employees Pension Plan**

The Plan will continue throughout the life of the Collective Agreement.

The Plan will operate under the supervision and guidance of 5 Trustees appointed by the Companies and 5 Trustees appointed by the Union.

The Plan and the activities of the Trustees will be governed by the Trust Agreement aforesaid.

The following eligibility conditions shall apply to the Plan:

- (a) Any member of the Union who is a regular employee in the employ of the Companies described as part one above on the effective date of the Plan shall join the Plan from that date.
- (b) Notwithstanding the provisions of Sub-Section (a) of this Section, any member of the Union who is hired by the Company after the effective date of the Plan shall join the Plan as an active participant on the day he is so hired.

Section 2

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

Section 3

The cost of the Plan shall be borne by the Companies.

The Company shall contribute in respect of each employee for each hour worked or paid at the following contribution rates:

Effective date	Cents per hour
1 January, 1997	\$0.30
1 January, 1998	\$0.35
1 January, 2000	\$0.40

2. The following shall be deemed to be periods of work for which contributions are required to be paid by the Company:

- jury duty
- bereavement leave
- vacation pay
- statutory holiday pay

- special personal floating holiday pay

No contributions are required to be paid for; however, the company is required to report hours for the following based on an employee's regular hours of work.

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

No contributions are required to be paid for:

- change in shift penalty
- call time - where a call involves a four hour minimum embodying call time and hours worked, only hours worked are contributed for
- severance allowance

Contributions shall be made on a calendar month basis for each regular employee and the Companies shall submit the total contribution to the Trust aforesaid, not later than the twentieth (20<sup>th</sup>) day of the following calendar month.

**APPENDIX "D"**

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

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

The Employer shall make contributions of five cents (5¢) per hour for which wages are payable hereunder for each employee covered by this Collective Agreement.

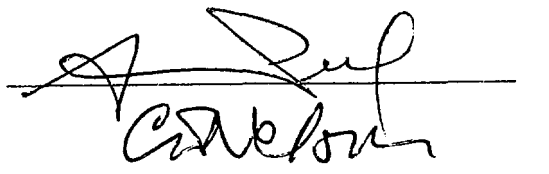
Payment of said funds shall be made to the Teamsters Local No. 31 Union/Industry Advancement Fund by the 15th of the month following that to which they refer.

This payment will be independent and separate from any other payment made to Teamsters Local Union No. 31 and will be effective as of the date of ratification of this Agreement.

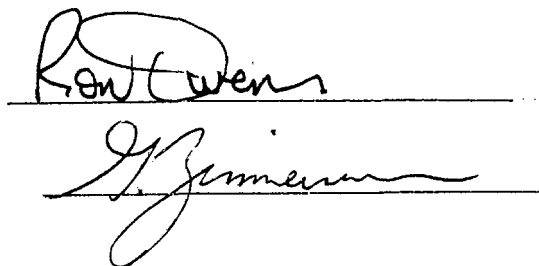
**LETTER OF UNDERSTANDING**

In the interest of safety it is understood and agreed by the parties that there be two or more dock workers in attendance while the vessel is docking or departing Ogden Point dock.

**SIGNED ON BEHALF OF THE  
PARTY OF THE FIRST PART**

  
\_\_\_\_\_

**SIGNED ON BEHALF OF THE  
PARTY OF THE SECOND PART**

  
\_\_\_\_\_

**LETTER OF INTENT:**

Teamsters Local Union No. 31 will not enforce Article 11 - Contracting Out of unionized jobs to any employee in reservations as a result of the company's restructuring.

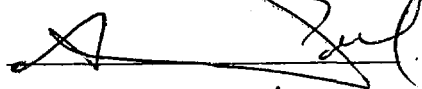
Any full-time employee displaced as a result of restructuring shall be paid a lump sum award of \$2,500.00 and any part-time employee displaced as a result of restructuring shall be paid \$1,250.00. Such award to be paid within thirty (30) days of the signing of this agreement. A displaced employee is any employee who loses a full-time seasonal position.

In accordance with Article 7, those affected employees will be given first right of refusal in seniority order to any work that may become available in the Bargaining Unit with Victoria Line Ltd.


Further, for a period of one year following the signing of the Collective Agreement, should the Company need to recruit new employees, the company will offer employment to any such displaced employees provided the displaced employee has the requisite knowledge, skills and abilities to perform the work which may be available in the other Bargaining Units.

SIGNED THIS 29 DAY OF April, 1997.

FOR THE COMPANY

  
\_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_



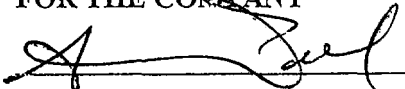
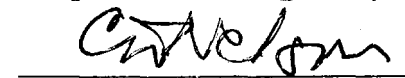
**LETTER OF UNDERSTANDING- WORKING AGENTS**

A working agent shall be considered as such:

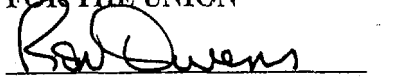
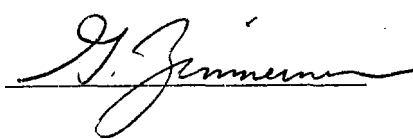
- (a) shall be an employee of the Company.
- (b) shall be used by the Company where the Company's volume will not support, and the Company does not employ more than four (4) employees including the working agent.
- (c) shall be a member of the Union, but otherwise excluded under the terms and conditions of this Agreement, except that the monthly or annual monetary remuneration or benefits to the working agent by the Company shall be an amount resulting in not less than the working agent would otherwise receive under the terms of this Agreement for time worked.
- (d) may be on a monthly salary as described.
- (e) services shall not be utilized to deny other employees of their equitable share of overtime.
- (f) shall not have the right to hire or fire.

SIGNED THIS 29 DAY OF April, 1997.

FOR THE COMPANY

FOR THE UNION

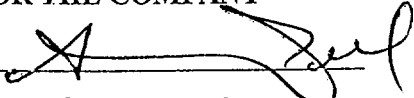

  


**LETTER OF INTENT**

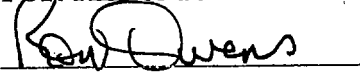
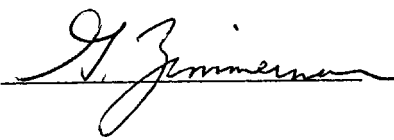
This will confirm that as advised during bargaining for renewal of the collective agreement, should the Company decide that a nightwatchperson is to be employed, the employee will be, or become, a member of the Teasmeters Local Union No. 31 and included in the bargaining unit.

SIGNED THIS 29 DAY OF April, 1997.

FOR THE COMPANY

FOR THE UNION


  


**LETTER OF INTENT**

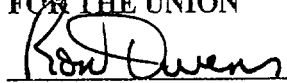
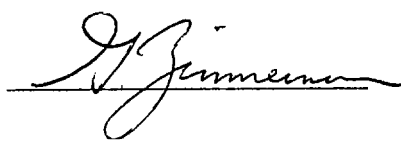
This will clarify the application of Appendix A - Wages. The GPR Terminal rate applies to those employees performing the duties of Yardsman, Custodian or Office Clerk. The GPR Customer Service rate applies to those employees performing the duties of Cashier or Baggage Handler.

SIGNED THIS 29 DAY OF April, 1997.

FOR THE COMPANY

  
C. Nelson

FOR THE UNION

LETTER OF INTENT

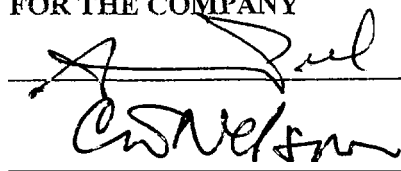
Should Clipper Navigation assume the operation of the company and the Victoria Clipper need to recruit new employees in Victoria, the Victoria Clipper will first consider such displaced employees who may have the requisite knowledge, skills and abilities to do the work which is available.

Offers of employment, if any, will be in seniority order. Any such displaced employee who is unavailable for or declines an offer of employment will be deemed to be disqualified for any further offers under the Letter of Intent.

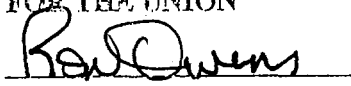
This letter of intent will be deemed deleted on the date one year after the date of signing of the collective bargaining agreement.


SIGNED THIS 29 DAY OF April, 1997.

FOR THE COMPANY

  
\_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_

  
\_\_\_\_\_

January 3, 1997

**WITHOUT PREJUDICE**

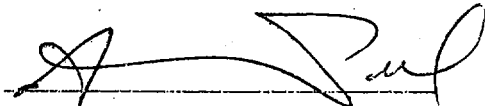
Mr. Garnet Zimmerman  
President  
Teamsters Local Union No. 31  
#1 Grosvenor Square  
Delta, BC V3M 5S1

Dear Sir:

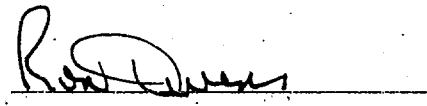
This is to advise that the Company agrees to resolve the grievance of Debra Fuller by paying her at the rate of \$15.93 per hour from October 15, 1996, until such time as she is laid-off or the signing of the renewed collective agreement, whichever is later.

This proposed settlement is on a "without prejudice" basis.

**Signed on behalf of the Company**

  
\_\_\_\_\_  
C. Wilson

**Signed on behalf of the Union**

  
\_\_\_\_\_  
Ron Dumas

## LETTER OF UNDERSTANDING

The hours of work specified under Article 22 - Hours of Work (a) referring to the modified work week (3 days @ 12 hours followed by 3 days off) may be varied by mutual consent of the parties provided the hours worked do not exceed those now averaged.

Any such variance may be cancelled by either party on 30 days written notice.

SIGNED ON BEHALF OF THE  
PARTY OF THE FIRST PART

A handwritten signature in black ink, appearing to be 'A. Paul', written in a cursive style.

SIGNED ON BEHALF OF THE  
PARTY OF THE SECOND PART

A handwritten signature in black ink, appearing to be 'R. Lewis', written in a cursive style.