

COLLECTIVE AGREEMENT

BETWEEN

HARBOUR LINK CONTAINER SERVICES INC.

AND



June 1, 2015 to and including July 30, 2019

10423 (08)

TABLE OF CONTENTS

ARTICLE 1 - UNION RECOGNITION 1

1.01 UNION RECOGNITION 1

1.02 SUCCESSORSHIP 1

1.03 NO INDIVIDUAL CONTRACTS OR AGREEMENTS 1

1.04 PREVIOUS AGREEMENTS 1

1.05 PROTECTION OF EXISTING WORKING CONDITIONS 1

1.06 UNION LEAVE OF ABSENCE 2

1.07 UNION NOTICE BOARD 2

1.08 UNION MEMBERSHIP AND ORIENTATION 2

1.09 NO DISCRIMINATION DUE TO UNION ACTIVITY 3

1.10 UNION DUES DEDUCTIONS 3

1.11 UNION LABEL 4

1.12 DISTRIBUTION OF THIS AGREEMENT 4

1.13 PICKET LINES 4

1.14 UNION NOTIFICATION 4

1.15 NEW CLASSIFICATIONS 4

1.16 BARGAINING UNIT WORK 4

1.17 QUARTERLY UNION-MANAGEMENT MEETINGS 5

1.18 BARGAINING COMMITTEE 5

1.19 INFORMATION FOR THE UNION 5

1.20 PAID EDUCATION LEAVE 6

ARTICLE 2 – UNION REPRESENTATION 6

2.01 SHOP STEWARDS 6

2.02 UNION ACCESS 7

ARTICLE 3 - MANAGEMENT RIGHTS 7

3.01 MANAGEMENT RIGHTS 7

3.02 RIGHT TO GRIEVE 7

3.03 NO STRIKE NO LOCKOUT 7

3.04 CONTRACTING OUT 7

3.05 COMPANY RULES, REGULATIONS, POLICIES AND PROCEDURES 8

ARTICLE 4 – ADMINISTRATION OF DISCIPLINE 8

4.01 DISCIPLINE FOR JUST CAUSE 8

4.02 SUSPENSION OR DISMISSAL PROCEDURES 8

4.03 PAY FOR ATTENDANCE AT INVESTIGATIVE OR DISCIPLINARY MEETINGS 9

4.04 PERSONAL FILES 9

4.05 REMOVAL AFTER 12 MONTHS 10

4.06 TIME LIMIT FOR IMPOSITION OF DISCIPLINE 10

4.07 SIGNING NOT AGREEMENT 10

ARTICLE 5 – HUMAN RIGHTS AND ANTI-HARASSMENT 10

5.01 DISCRIMINATION / HARASSMENT PROHIBITED 10

5.02 COMPLAINT PROCEDURE 11

5.03 RIGHT OF ARBITRATOR 11

5.04 EXTERNAL REDRESS 11

ARTICLE 6 - GRIEVANCE PROCEDURE 12

6.01 INTENT 12

6.02	GRIEVANCE DEFINED	12
6.03	TYPES OF GRIEVANCES	12
6.04	GRIEVANCE STEPS	12
6.05	NO DISCUSSION WITH GRIEVOR	14
6.06	TIME LIMITS.....	14
6.07	TECHNICAL ERROR.....	14
6.08	PAYMENT OF GRIEVANCE SETTLEMENTS	14
ARTICLE 7 - ARBITRATION.....		15
7.01	FAILURE OF GRIEVANCE PROCEDURE.....	15
7.02	SELECTION OF ARBITRATORS.....	15
7.03	PROCEDURES AND JURISDICTION OF ARBITRATOR	16
7.04	BINDING DECISION	16
7.05	EXPENSES TO BE SHARED	16
ARTICLE 8 - SENIORITY.....		16
8.01	SENIORITY DEFINED	16
8.02	WORK SHARING AGREEMENT.....	17
8.03	NEW ADDITIONS TO THE SENIORITY LIST.....	18
8.04	PROBATION.....	18
8.05	SENIORITY LIST	18
8.06	TRANSPARENT DISPATCH.....	18
8.07	DISPATCH CONSIDERATIONS.....	19
ARTICLE 9 – REPLACEMENT DRIVERS.....		20
9.01	REPLACEMENT DRIVERS.....	20
ARTICLE 10 – LAYOFF AND RECALL.....		20
10.01	UNION NOTIFICATION PRIOR TO LAYOFF	20
10.02	LAYOFF AND RECALL.....	20
10.03	TRANSFERS OUTSIDE THE BARGAINING UNIT.....	21
ARTICLE 11 - JOB POSTINGS.....		21
11.01	JOB POSTINGS.....	21
ARTICLE 12 – WEEKEND AND EXTRA SHIFTS.....		22
12.01	WEEKEND WORK.....	22
12.02	WORKING ON A SIXTH OR SEVENTH SHIFT	23
ARTICLE 13 – HEALTH AND SAFETY		23
13.01	COMPLIANCE WITH HEALTH & SAFETY LEGISLATION	23
13.02	NATIONAL SAFETY CODE	23
13.03	FIRST AID COURSE	23
13.04	WASHROOMS	23
13.05	WHMIS.....	23
13.06	EARNINGS AND TRANSPORTATION WHERE INJURED.....	23
13.07	DUTY TO ACCOMMODATE	24
13.08	NATIONAL DAY OF MOURNING	24
13.09	WORKSAFE BC	24
13.10	CONFIDENTIALITY.....	24
ARTICLE 14 – LEAVES OF ABSENCE		24
14.01	PERSONAL LEAVES OF ABSENCE.....	24
14.02	BEREAVEMENT LEAVE	25
14.03	MATERNITY, PARENTAL OR ADOPTION LEAVE.....	26

14.04	MEDICAL LEAVES	26
14.05	FAMILY RESPONSIBILITY LEAVE	26
14.06	COMPASSIONATE CARE LEAVE	27
14.07	JURY AND WITNESS DUTY.....	27
14.08	ACCRUAL OF SENIORITY WHILE ON LEAVE	27
14.09	RESPONSES TO REQUESTS FOR LEAVE.....	27
ARTICLE 15 – SUBSTANCE ABUSE		28
15.01	SUBSTANCE ABUSE POLICIES	28
ARTICLE 16 – TRAINING		28
16.01	TRAINING PROGRAMS.....	28
ARTICLE 17 – EQUIPMENT		28
17.01	PAINTING OF VEHICLE.....	28
ARTICLE 18 – GENERAL OPERATIONAL ISSUES		29
18.01	LATEST DISPATCH TIME.....	29
18.02	FIRST DISPATCH WITH EMPTY CHASSIS	29
18.03	OWNER OPERATOR INVOICING PROCEDURE.....	29
18.04	RADIOS AND DISPATCH RECORDS.....	30
18.05	ADDITIONAL WORK ON SAME DAY CALL OUT	31
18.06	MINIMUM PAY ON DAILY CALL OUT.....	31
18.07	SPOTTING THE LOAD WITH OPEN DOORS.....	31
18.08	CHASSIS DAMAGE	31
18.09	RIGHT TO REFUSE OVER LOADED CONTAINERS	31
18.10	DANGEROUS GOODS	31
18.11	NATIONAL SAFETY CODE NUMBER PROVIDED BY THE COMPANY	31
18.12	CARGO INSURANCE TO BE PAID BY THE COMPANY	31
18.13	FLEET INSURANCE	32
18.14	MINIMUM DAILY HOURS FOR COMPANY DRIVERS.....	32
18.15	LIMITATIONS ON HOURS OF SERVICE	32
18.16	GENERATOR SETS	32
ARTICLE 19 – PAYMENT OF WAGES (OWNER OPERATORS AND EMPLOYEES)		32
19.01	PAY PERIODS AND PAY DATES DEFINED.....	32
19.02	PAY METHODS	33
19.03	NO UNAUTHORIZED DEDUCTIONS.....	33
19.04	PAYROLL ERROR	33
19.05	PAY STATEMENTS AND OTHER RECORDS	34
19.06	DUES RECEIPTS.....	34
19.07	FREQUENCY OF VEHICLE INSPECTIONS.....	34
ARTICLE 20 – COMPLIANCE WITH CONTAINER TRUCKING ACT AND REGULATIONS		35
20.01	<i>CONTAINER TRUCKING ACT</i> AND REGULATION AS MINIMUM STANDARDS.....	35
20.02	REQUIREMENT FOR AUTOMATIC INCREASES	35
20.03	NO DECREASES IN RATES AND/OR FUEL SURCHARGES.....	35
20.04	PAYMENT OF RETROACTIVE PAY	35
20.05	SUPPORTING DOCUMENTATION.....	35
20.06	EXPEDITED ARBITRATION.....	36
ARTICLE 21 – OWNER OPERATOR COMPENSATION RATES.....		36
21.01	OWNER OPERATOR TRIP AND RATE SCHEDULES.....	36
21.02	PAYMENT OF TOLLS AND TRANSPONDER FEES	38
21.03	FUEL SURCHARGE PAYMENTS.....	38

21.04	PMV WAITING TIME PAYMENTS	40
ARTICLE 22 – HEALTH AND WELFARE BENEFITS		40
22.01	HEALTH AND WELFARE BENEFIT PLANS	40
22.02	REMITTANCE OF BENEFIT PREMIUMS	41
ARTICLE 23 – MISCELLANEOUS		41
23.01	LOG BOOKS	41
23.02	DRIVER’S REVENUE	42
23.03	MANNER OF DRESS	42
23.04	VAISAKHI TIME OFF	42
23.05	TRUCK TAGS	42
ARTICLE 24 – WAGES FOR EMPLOYEES		42
24.01	WAGE SCHEDULE	42
ARTICLE 25 – HOURS OF WORK FOR EMPLOYEES		43
25.01	DEFINITIONS	43
25.02	START/STOP TIMES	43
25.03	NOTICE OF SHIFT CHANGE	43
25.04	LUNCH PERIOD	43
25.05	REST PERIODS	43
ARTICLE 26 – OVERTIME FOR HOURLY EMPLOYEES		43
26.01	OVERTIME DEFINED	43
26.02	OVERTIME (DAILY)	43
26.03	OVERTIME (REGULAR DAYS OFF)	44
26.04	OVERTIME (STATUTORY HOLIDAYS)	44
26.05	ALL OVERTIME VOLUNTARY	44
26.06	OVERTIME BREAKS	44
26.07	AFTER HOURS RECALL	44
ARTICLE 27 – ANNUAL VACATIONS FOR EMPLOYEES		44
27.01	VACATION ENTITLEMENT	44
27.02	VACATION SCHEDULING	45
27.03	VACATION PAY ON TERMINATION	45
27.04	VACATION CUT OFF	45
ARTICLE 28 – STATUTORY HOLIDAYS FOR EMPLOYEES		45
28.01	STATUTORY HOLIDAYS	45
28.02	STATUTORY HOLIDAY DURING VACATION PERIOD	46
28.03	STATUTORY HOLIDAY ON A DAY OFF	46
28.04	QUALIFICATION	46
ARTICLE 29 – ADDITIONAL COMPENSATION FOR HOURLY EMPLOYEES		46
29.01	ADDITIONAL PAYMENTS	46
ARTICLE 30 - DURATION OF AGREEMENT		47
30.01	DURATION OF THE AGREEMENT	47
30.02	SECTION 50(2)	47
LETTER OF UNDERSTANDING #1 – GRANDFATHER OF CURRENT OWNER OPERATOR		49
LETTER OF UNDERSTANDING #2 – NEW CONTRACTS		51
SCHEDULE 1 – ON DOCK AND RAIL RATES		52

SCHEDULE 2 – OFF DOCK RATES.....	53
APPENDIX “A” – SCOPE OF COLLECTIVE AGREEMENT	57
APPENDIX “B” – SPECIFIC TERMS.....	58
B1.01 GRANDFATHERING SENIORITY POSITION OF CURRENT OWNER OPERATOR’S EMPLOYEES	58
B1.02 EMPLOYEES OF OWNER OPERATORS.....	58
B1.03 BUMPING ACROSS DIVISIONS.....	58
B1.04 BENEFIT PAYMENTS WHILE ON LEAVE.....	59
B1.05 COOPERATION TO REDUCE COSTS ASSOCIATED WITH LEAVES	59
B1.06 SECURITY HOLDBACK.....	59
B1.07 TEMPORARY TAG MOVEMENT	59
B1.08 PAY METHODS	60
COLLECTIVE AGREEMENT DEFINITIONS:.....	61
OTHER ITEMS.....	65

ARTICLE 1 - UNION RECOGNITION

1.01 Union Recognition

The Company covered under this collective agreement recognizes the Union as the sole collective bargaining agent for all of its owner operators and employees as described in the applicable certification and any amendments thereto and as referenced in Appendix "A".

The Union shall be recognized by the Company in discussing any and all matters affecting the relationship between the Company and the owner operators and/or employees who are members of the Union and are affected by this Collective Agreement.

The Union will advise the Company in writing of the names of Union representatives who have authority to act on behalf of the Union and the Company shall do the same.

Any agreement reached during the term of this Collective Agreement which amends or varies any provision of this Agreement shall be signed by both Parties prior to implementation.

1.02 Successorship

If the Company sells, leases, or transfers the business, or merges with another business or acquires another business, the purchaser, lessee or transferee shall be bound by this Collective Agreement and in accordance with the British Columbia *Labour Relations Code* or the *Canada Labour Code*, where applicable.

1.03 No Individual Contracts or Agreements

Each Company covered by this Agreement agrees not to enter into any agreement or contract with the Union members, individually or collectively, which in any way conflicts with the terms and provisions of the Collective Agreement. Any such agreement will be null and void and time limits for any grievance arising out of such an Agreement will be automatically waived.

1.04 Previous Agreements

This Collective Agreement supersedes all previous agreements and/or arrangements entered into between the Company and the Union and their predecessors.

1.05 Protection of Existing Working Conditions

Existing customs and practices, rights and privileges, benefits and working conditions shall be continued to the extent that they are more beneficial than and not inconsistent with the terms of this Collective Agreement unless modified by mutual agreement of the

Company and the Union. Without limiting the generality of the foregoing, no owner operator or employee shall suffer a reduction in wages, compensation, or any other benefit as a result of the signing of this Collective Agreement.

1.06 Union Leave of Absence

- (a) Each Company shall grant a leave of absence without pay to a maximum of two (2) members at any one time for the purposes of attending to Union business. The Union will give a minimum of forty-eight (48) hours notice of such request and shall endeavour to give as much notice as possible. Requests for additional leaves shall not be unreasonably denied.
- (b) For a Union training course, the Company shall grant a leave of absence to all of the Shop Stewards in a unit and the Union will give thirty (30) days' notice of the request for such leaves in these instances.
- (c) The Company, upon receiving thirty (30) calendar days written notice from the Union shall grant a leave of absence without pay to allow owner operator or employees to serve in a full time elected or appointed position within the Union or an affiliated body.
- (d) Seniority shall be maintained and shall continue to accrue during all Union leaves of absence.

1.07 Union Notice Board

- (a) Unless otherwise mutually agreed, the Company agrees to provide a Notice Board of a suitable size at each of its locations for the use by the Union for posting matters relating to Union meetings and other Union matters.
- (b) The Company also agrees to send Union notices to all drivers via email and text message or equivalent electronic device such as a PDA.

1.08 Union Membership and Orientation

- (a) All owner operators and employees shall become members of the Union and shall as a condition of their business agreement and/or employment become and remain members of the Union.
- (b) It shall be the responsibility of the Company, when contracting or hiring a new owner operators or employees to have him or her sign a Union membership card on their first day of employment and to forward the Union membership card to the Local Union office within fourteen (14) days of signing. An employee or owner operator shall not start work before completing the Union membership card.

- (c) The Company shall supply a newly hired employee or owner operator with a copy of the current Collective Agreement on their first day of employment.
- (d) The Company will regularly consult with the Unit Chairperson to ensure that new members are scheduled to privately meet with the Unit Chairperson or designate during working hours and without loss of pay, for the purpose of reviewing the Collective Agreement and to conduct a presentation on Union affairs. These meetings will be for a maximum of thirty (30) minutes and shall take place within the first thirty (30) days of employment.
- (e) The Union will be notified in writing when a member discontinues service with the Company for any reason within seventy-two (72) hours of the member's service being discontinued.

1.09 No Discrimination Due to Union Activity

The Company, or a person acting on its behalf, shall not discharge, suspend, transfer, lay-off or otherwise discipline a member or discriminate against a person in regard to employment or a condition of employment because of that person's activity or membership in the Union.

1.10 Union Dues Deductions

- (a) The Company agrees to deduct from the pay of each owner operator and employee—who is a member of the Union and covered by this Collective Agreement, an amount of union dues or their equivalent, as specified by the Financial Secretary of the Local Union and forward the full amount so deducted to the Local Union by the fifteenth (15th) of each month. The monthly dues remittance shall be accompanied by a list of Owner Operators and Employees on the payroll for the pay period in which the deductions were made. A copy of this list will be forwarded to the Union office with the accompanying dues remittances.
- (b) The Company shall show the amount of Union dues deducted from the members' pay statement on a monthly basis.
- (c) The Company agrees to distribute and mail out all owner operator union dues receipts when provided by the Union to any owner operator who worked for the Company in the previous twelve (12) months.
- (d) If the Company fails to remit the full amount of Union dues and complete remittance information by the date specified above, the Company shall be

deemed to owe the Union an additional penalty amount of five hundred dollars (\$500) for each seven (7) day period or portion thereof that the dues and remittance information is late.

1.11 Union Label

It shall not be a violation of this Agreement for a driver to post the Union label on the cab of the vehicle or equipment he or she is operating; the standard position shall be the driver's side no-draught window, or, where there is no no-draught window, then on the lower driver's side area of the windshield. Only labels issued by the Union shall be valid.

1.12 Distribution of this Agreement

Each member will be provided with a small, booklet-sized copy of the Collective Agreement which will be printed in a Union printing shop at the Company's expense. Sufficient copies of the collective agreement will be printed so as to supply all members and to cover any anticipated staffing turnover at all locations for the duration of the Agreement.

1.13 Picket Lines

The Company agrees that no member shall be disciplined for honouring a legal picket line.

1.14 Union Notification

The Company shall immediately copy the Local Union office on all correspondence and disciplinary letters given to owner operator or employees in addition to any representation required.

1.15 New Classifications

The Company and the Union agree that they shall meet to negotiate the rates of pay, job descriptions, and duties for any new job classification or position and/or any material modifications to existing job classifications, descriptions, duties and wage rates created by the Company during the life of this Agreement and which come within the scope of the bargaining unit. Meetings shall commence within fourteen (14) days of the new job being established or from a material change in a current job. If the Parties are unable to agree, either Party may invoke the grievance procedure and refer the issue to interest arbitration for a binding decision on wage rates, working conditions and other relevant criteria.

1.16 Bargaining Unit Work

- (a) Management and/or other persons shall not engage in or be utilized in any way which could be construed as performing work which is normally accomplished by members covered by the Collective Agreement.

- (b) It is understood that Management retains the right to instruct bargaining unit personnel in methods of performing work procedures, on a training basis or participate in the development and installation of new procedures only until such time the procedures are established.

1.17 Quarterly Union-Management Meetings

The Company and the Union recognize that the success of the operation depends, in part, on open, honest and frank discussions on matters that may or may not be directly related to the grievance-arbitration provisions of this Collective Agreement.

Accordingly, the Company and the Union agree to meet quarterly or more frequently if required to discuss grievance and policy items and other matters of mutual interest. For the purposes of these meetings, and in addition to any Local or National Representatives who may attend, the Company shall meet with the Unit Chairperson and at least one (1) other Shop Steward (to a maximum of three (3) Stewards). A record of the items discussed and any actions to be taken arising from these meetings shall be kept by both parties and both parties shall attempt to come up with a common summary; a copy of the summary shall be faxed or emailed to the Local Union office within fifteen (15) days of the meeting.

1.18 Bargaining Committee

The Company shall allow one (1) Bargaining Committee member a leave of absence for the time spent in collective bargaining meetings including mediation. These members shall suffer no loss of seniority or any other benefit as a result of their participation in collective bargaining.

1.19 Information for the Union

The Employer will supply the Unit Chairperson and the Local Representative with the following information at the end of every month:

- (a) Members who acquired seniority during the month;
- (b) Members transferred into or out of the bargaining unit during the month;
- (c) Members on leave of absence at the end of the month;
- (d) Members on medical leave and/or WorkSafeBC during the month and the date of the occurrence;
- (e) Members on light duties, modified work or other accommodation;
- (f) Members on layoff at the end of the month;
- (g) Members who have lost seniority during the month;
- (h) Members who have been discharged or who have quit during the month;
- (i) Any changes in Supervisors who deal with the Union;
- (j) Any new rules, policies or procedures implemented by the Employer during the

- month;
- (k) The name, addresses, telephone number(s), and email addresses of all bargaining unit members in its possession upon request.

1.20 Paid Education Leave

Each Company covered under this Agreement agrees to pay into a special fund one thousand dollars (\$1000) per year (with the first payment due upon ratification and subsequent payments due on April 1 of each year) for the purpose of providing paid education leave to owner operators and employees. The purpose of such leave will be to upgrade employee skills in all aspects of trade Union functions. Such monies will be paid no later than July 1 of each year into a trust fund established by the National Union, Unifor and forwarded by the Company to:

Unifor Paid Education Leave Program
205 Placer Court
Toronto, Ontario M2H 3H9

The Company will provide a copy of the yearly remittance cheque to the Local Union at the time of the remittance but in any event no later than July 1 of each year.

The Company agrees that members of the bargaining unit selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Owner operator and employees on such leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 2 – UNION REPRESENTATION

2.01 Shop Stewards

- (a) Owner operators and employees shall be represented by a Shop Stewards' Committee which shall consist of members elected or appointed within the bargaining unit. The role of the Shop Stewards shall be to administer the Collective Agreement, to assist in the reporting and resolution of all grievances, to represent members in disciplinary procedures, and to disseminate bona fide information of the Union to the members.
- (b) The Unit Chairperson or designate shall act as the primary liaison between the members and the Company. The Shop Stewards may at any time call upon the services of accredited representatives of the Union to assist them.
- (c) The Company shall designate an individual representative to act as primary liaison between the Unit Chairperson and the Company.

- (d) Shop Stewards shall not have any authority to change or modify the collective agreement in any way.

2.02 Union Access

Accredited representatives of the Union shall have access to the Company's premises during working hours for the purpose of adjusting and investigating disputes and working conditions and to ascertain that the Agreement is being adhered to. The Union will contact Management prior to arriving on site to advise that a visit is pending.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Management Rights

The Union acknowledges that the Company has the sole and exclusive right to supervise, manage and control the Company's operations, except as expressly limited in writing by this Collective Agreement. Without limiting the generality of the foregoing, this includes the right to hire owner operator and employees, schedule and direct, discipline and lay-off owner operator and employees. The Company also has the right to determine the number and classification of employees and owner operator required and the right to determine their ability to meet the qualifications of those positions.

In the exercise of its management rights, the Company will act reasonably, will not treat any member in an unfair and/or discriminatory manner and will observe all of the provisions of the Collective Agreement.

No new owner operator or employees shall be hired unless all bargaining unit members have been fully employed with as much work as they can handle for the previous thirty (30) calendar days or unless there is mutual written agreement to allow for additional hiring.

3.02 Right to Grieve

The above clauses shall not deprive members of the right to exercise the grievance procedures as outlined in this Agreement.

3.03 No Strike No Lockout

During the term of this Agreement, there shall be no lock-out by the Company, nor any strike, work stoppage or orchestrated work disruption by the owner operators and employees.

3.04 Contracting Out

- (a) No bargaining unit work performed by bargaining unit members shall be

contracted out unless all owner operators and employees on the seniority list have been offered all the work they can handle and the longest pieces of work with the highest remuneration on any given day.

- (b) If temporary contracting out is required on any given day, the Company will endeavour to use other Unifor Local VCTA-certified companies where practical.

3.05 Company Rules, Regulations, Policies and Procedures

The Union agrees that all members shall be governed by the reasonable rules, regulations, and policies and procedures (“Company Rules”) established from time to time by the Company unless such Company Rules are contrary to law or to the provisions of this Agreement. The Company shall deliver a copy of all Company Rules to the Union office in writing at least seven (7) days prior to implementation. New or changed Company Rules shall be posted on Company bulletin boards for the information of members once the Union office has received its copy.

ARTICLE 4 – ADMINISTRATION OF DISCIPLINE

4.01 Discipline for Just Cause

- (a) No member shall be dismissed nor otherwise disciplined except for just and reasonable cause.
- (b) No discipline shall be administered or levied without a Shop Steward of the owner operator or employee’s choice present and in attendance with the member at a meeting or any resulting discipline shall be deemed to be null and void.
- (c) A member may choose the Shop Steward of his or her choice to represent them providing that this does not result in undue delay. In the event that the Shop Steward of their choice is not available within a reasonable period of time, then the Union office shall be contacted to provide representation as soon as possible from another Steward or a Local Representative.
- (d) The Local Union shall receive a copy of all disciplinary notices and related information. The Union shall have the right to seek clarification of such notices.

4.02 Suspension or Dismissal Procedures

- (a) The Company must schedule an "investigative hearing" and/or a “disciplinary meeting” into an incident or issue where suspension or dismissal would be

reasonably contemplated. The Union shall be advised of the incident or issue involved and that a suspension or dismissal is intended or possible. Such notice shall be given to the Union and owner operator or employee not less than forty-eight (48) hours prior to the time and date of the hearing and the meeting shall take place as scheduled, and no Investigative or Disciplinary Hearing shall be conducted without a Shop Steward or other authorized Union Representative in attendance. Any known evidence and/or witnesses will be provided to the Union at the time of notification of the investigative or disciplinary meeting.

The Investigative Hearing shall take place as quickly as possible, but in any case not more than seven (7) calendar days following the incident giving rise to the Investigative Hearing, or seven (7) calendar days from the time the Employer became aware of the incident. The member shall have the right to produce witnesses and evidence in an investigative hearing. A decision must be rendered by the Employer within two (2) days, and the owner operator or employee must be advised in writing if discharged, suspended or deemed to be innocent.

In the event of certain traffic / Highway Code violations, the investigative hearing may be delayed at the discretion of Management pending the outcome of the Driver's challenge to the ticket or citation. In order to be granted a delay, the Driver must have advised the Company within seventy-two (72) hours upon receipt of notice or infraction.

- (b) If, after the Investigating Hearing it is determined by the Company that no suspension or dismissal should have been invoked, the owner operator or employee shall be made whole with no loss of pay or benefits and reinstated if they have been dismissed.
- (c) If the Union disagrees with the Company's decision to suspend or dismiss a member the Union shall proceed directly to Step 2 of the grievance procedure.

4.03 Pay for Attendance at Investigative or Disciplinary Meetings

Owner operators, employees, and their Shop Steward and/or the Local Representative required to attend an investigative and/or disciplinary meeting shall attend such meetings with no loss of pay, providing they remain available to work in their classification when not in attendance at the meeting or hearing.

4.04 Personal Files

- (a) With forty-eight (48) hours' notice, a member may request through their Supervisor to examine their own personal file and they will be allowed to do so at a mutually agreeable time shortly thereafter.

- (b) A member and their Shop Steward called to a meeting at the request of the Company will be allowed to review their file prior to the commencement of the meeting if requested.

4.05 Removal after 12 Months

Each disciplinary action, letter or notation including suspensions and any related material shall be removed from owner operator and employee files after twelve (12) calendar months following the date of the imposition of discipline and shall not be used to support any further discipline.

4.06 Time Limit for Imposition of Discipline

Members will be advised if the Company is considering discipline within thirty (30) calendar days of the Company becoming aware of the incident(s) for which discipline is being considered or the resulting discipline shall be deemed to be null and void.

4.07 Signing not Agreement

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

ARTICLE 5 – HUMAN RIGHTS AND ANTI-HARASSMENT

5.01 Discrimination / Harassment Prohibited

The Company and the Union agree that discrimination and/or harassment of any owner operator or employee because of colour, national origin, religion, age, marital status, sexual orientation, race, ancestry, political belief, family status, or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or intended employment of that person, or disability is absolutely prohibited.

Every member has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Harassment includes demeaning and abusive behaviour.

In addition to the above, “harassment” means any unwelcome physical contact, comments, gestures, body language, posting or distribution of material, or other behaviour which has the purpose or effect of interfering with an employee’s work performance or creating a hostile or offensive work environment.

Harassment is not to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, or the assessment of discipline. This policy is not meant to inhibit free speech or interfere with normal social relations which

are not in violation of the harassment policy.

The Company shall post conspicuously in the workplace a policy regarding the prohibition of harassment and discrimination which is approved by the Union and the Company.

5.02 Complaint Procedure

- (a) Any complaint involving allegations of discrimination or harassment, as defined in Article 5.01, may be reported in confidence directly to the Company and the Union.
- (b) All complaints will be jointly investigated promptly, thoroughly, and in a manner that protects the privacy interest of all involved - the accused offender as well as the complainant. The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures. The individual accused of harassment has the right to know and respond to allegations.
- (c) The Company will take actions it considers appropriate to resolve the complaint. Should the complainant and/or the Union decide appropriate action has not been taken, a grievance may be filed and admitted at Step 2 of the grievance procedure.

5.03 Right of Arbitrator

- (a) An Arbitrator or Arbitration Board hearing a complaint or grievance under this Article shall have jurisdiction to:
 - (i) dismiss the complaint or grievance;
 - (ii) determine the appropriate redress regarding the complaint or grievance.
- (b) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify or amend the Collective Agreement in any respect.

5.04 External Redress

Nothing in the Article shall be considered to negate the right of a member to seek compensation through civil action or other legal means for any damages arising from a bona fide complaint of harassment or discrimination and sexual harassment, including

but not limited to filing a Human Rights complaint.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Intent

It is the intention of the Parties that this procedure shall provide an expedited, just method of adjusting complaints and the Parties agree to act in good faith in the settlement of complaints in accordance with the provisions of this Article.

6.02 Grievance Defined

Any complaint, disagreement, or difference of opinion between the Company and the Union or the owner operators and employees covered by this Agreement which concerns the application or interpretation of the terms and provisions of this Agreement, or the application or interpretation of any Act intended to regulate the employment relationship of the persons bound by a Collective Agreement shall be considered a grievance.

6.03 Types of Grievances

The Union or the Company may present a grievance. Grievances involving harassment and/or discrimination allegations, suspensions, terminations, group grievances, policy grievances, group/policy grievances, and/or grievances filed on behalf of the Union or the Company shall be submitted at Step 2 of the grievance procedure.

6.04 Grievance Steps

(a) Informal Step

As an informal step, members are encouraged to make an earnest effort to resolve the grievance directly with the Management person to whom he or she reports. At his or her option, the member may be accompanied by a Shop Steward at this step.

When the grievance has a general application or will affect more than one (1) member, and/or involves discipline greater than a written warning, the informal step shall be by-passed, and the grievance shall be submitted in writing at the appropriate step.

A decision at the Informal Step shall be given by the Company to member within five (5) calendar days of the first discussion on the issue.

(b) Step 1

Written notice of a Step 1 grievance will be filed by the Union with the Company within fourteen (14) calendar days after receiving a decision at the Informal Step or within fourteen (14) calendar days from the time the Union became aware of the alleged violation of the Agreement.

Once the grievance is filed, a Step 1 grievance meeting will take place (unless mutually agreed otherwise with the Union representative who filed the grievance) within seven (7) calendar days of the filing of the Step 1 grievance and this meeting shall involve the grievor, his or her Shop Steward and the Management person to whom the member reports.

The Company will respond in writing to the Union Representative who filed the grievance with a particularized response to each specific allegation outlined in the grievance no later than ten (10) calendar days from the date the grievance was filed.

If the grievance is not resolved at this step, the grievance shall proceed to Step 2.

(c) **Step 2**

Written notice of the Step 2 grievance will be filed by the Union or the Company with the representative designated by either Party within fourteen (14) calendar days after receiving a decision at Step 1 or within fourteen (14) calendar days from the time either Party became aware of the alleged violation of the agreement.

The Party receiving the Step 2 grievance shall reply in writing with a particularized response to each specific allegation outlined in the grievance no later than ten (10) calendar days from the date the Step 2 grievance was filed.

If the grievance is not resolved at this step, the grievance shall proceed to Step 3.

(d) **Step Three – Referral to Arbitration**

In the event that a resolution of the grievance satisfactory to the grieving party does not result at Step 2, the Union or the Company may deem the grievance process to be exhausted and advance the grievance to arbitration in accordance with the Collective Agreement or proceed as set out in the *BC Labour Relations Code* or the *Canada Labour Code*, if applicable. A referral of a grievance or grievances to arbitration shall be made within forty-five (45) calendar days of receiving the written response from Step 2.

6.05 No Discussion with Grievor

The Company agrees that after a formal grievance has been initiated by the Union at Step 1, the Company's representatives will not enter into any discussion or negotiation with the grievor with respect to the grievance, either directly or indirectly, without the explicit consent of the Union representative who filed the grievance.

6.06 Time Limits

- (a) The time limitations prescribed in this Article may be extended by mutual consent of the Parties in writing.
- (b) A failure by the Company or the Union to respond to a grievance within the time lines set out in this Article will result in all time lines becoming frozen and irrevocably waived by the responding party while liability may continue to accrue. In this instance, the grieving party shall be entitled to progress the grievance to the next step or arbitration at its convenience without further deference to time limits anywhere in this Agreement.
- (c) If the grieving party does not progress the grievance to the next step within the time limitations set out in this Article, including the arbitration step, the grievance, if deemed abandoned, shall be abandoned without precedent or prejudice.
- (d) These provisions apply to both Employer and Union grievances.

6.07 Technical Error

Where a technical error has been made in filing a grievance, through improperly citing the article alleged to have been violated or for some other technicality, an arbitration board shall have the power as set out in the *BC Labour Relations Code* or the *Canada Labour Code* if applicable to allow for the amendment of the grievance, determine the substance of the matter in dispute and render a binding decision on the merits of the case.

6.08 Payment of Grievance Settlements

All monetary complaints that are mutually agreed upon shall be paid the following pay period, either by separate cheque or, in the alternative, the member's regular cheque shall be accompanied by a written statement outlining the amount and the complaint settlement involved.

ARTICLE 7 - ARBITRATION

7.01 Failure of Grievance Procedure

Failing a satisfactory settlement of a grievance pursuant to the Grievance Procedure as set out in Article 6, either Party may request that the matter be referred to a single arbitrator empowered under the provisions of the *BC Labour Relations Code* or the *Canada Labour Code* if applicable.

A referral of a grievance or grievances to arbitration shall be made within forty-five (45) calendar days of receiving the written response from Step 2.

7.02 Selection of Arbitrators

- (a) The following five (5) single Arbitrators will be appointed on a rotation basis to resolve outstanding disputes unless the Parties mutually agree to appoint a different Arbitrator:
1. Jim Dorsey
 2. Stan Lanyon
 3. Vince Ready
 4. Robert Pekeles
 5. Mark Brown
- (b) An Arbitrator is considered appointed under this clause once the Union or the Company referring the grievance to arbitration has approached the Arbitrator in writing to seek pre-hearing orders or available dates for a hearing.
- (c) The next grievance advanced by either Party to arbitration shall go to the next numbered arbitrator on the list until that Arbitrator has been approached by the grieving party to seek pre-hearing orders or available dates for a hearing and then the rotation shall continue in the same manner.
- (d) Any Arbitrator on this list shall be deemed to have jurisdiction at any time to make a decision on whether or not they were correctly appointed under this Article as a preliminary matter and to decide on which Arbitrator should be appointed so that the hearing may proceed after reviewing submissions from either Party on this issue.
- (e) The provisions of this Article shall not limit the Union or the Company from seeking the appointment of an Arbitrator using the provisions of the *BC Labour Relations Code* or the *Canada Labour Code* if applicable.

7.03 Procedures and Jurisdiction of Arbitrator

The Arbitrator shall receive and consider material evidence and argument as the parties may offer and may make independent investigations as he or she deems necessary. The Arbitrator shall be governed by the provisions of this Collective Agreement and is not vested with the power to change, modify or alter the terms of the Collective Agreement.

7.04 Binding Decision

The Arbitrator will be requested to issue his/her binding decision within five (5) days of the conclusion of the hearing. Such decision is enforceable on the parties to the arbitration.

7.05 Expenses to be Shared

The expense of the Arbitrator will be borne equally by the Company and the Union.

ARTICLE 8 - SENIORITY

8.01 Seniority Defined

- (a) Seniority for employees begins from the date the employee pulls their first container for the Company.
- (b) Seniority for owner operator begins from the date the owner operator pulls their first container for the Company.
- (c) Owner operator and employees will be placed on a common seniority list in accordance with their seniority and will be assigned work based on their position on that list.
- (d) Where the Company employs Highway Drivers, there shall be two separate seniority lists, one for Local Drivers, and one for Highway Drivers. A Local Driver who applies for and is accepted for a Highway Driver job posting shall carry their overall length of service with them to determine their position on the Highway Driver seniority list and vice-versa.
- (e) In cases where a Company has trucks owned or leased by the Company with employee drivers assigned to those trucks, senior Company drivers shall be assigned the most senior Company truck.

- (f) Generally, the decision to activate a specific number of trucks for the day is based on seniority. It is therefore reasonable to assume that a more senior driver would have higher earnings than a more junior driver over the work week.
- (g) The first dispatch of the day shall be done by truck seniority, unless a work sharing agreement is in effect in accordance with Article 8.02.
- (h) The Company shall assign work to highway drivers by seniority wherein the most senior member that is available for dispatch will be offered a choice of the longest and/or highest paying pieces of work available, and then the next senior driver and so on. Where a job assignment is rejected by the senior member, the job assignment will be assigned to the next senior truck and so on. A Highway Driver who refuses to accept the dispatch of two (2) further successive job assignments after this process has completed will be moved to the bottom of the dispatch list for the balance of the day. Dispatch list means: to the bottom of the list of trucks designated by the Company to report for work each day.

8.02 Work Sharing Agreement

At any time during the life of this Collective Agreement, the Union may advise the Company that it wishes to implement or cancel a work sharing agreement to provide for an equitable weekly distribution of work.

For the purposes of this article, the intent of a Work Sharing agreement shall be deemed to include the Company agreeing to dispatch in a way that ensures that all Owner Operators and employees who are Company drivers shall each receive in seniority order no more than a specified number of container moves averaged over any given work week, defined as Monday to Friday on any given week.

After all Owner Operators and employees have reached no more than the specified number of containers per work week, the Company shall again start at the top of the seniority list and dispatch all additional work to Owner Operators and employees who are Company drivers in seniority order.

If the Company is advised by the Union in writing that a vote has been taken and that a majority have voted in favour of the union proposal, the Company shall immediately instruct all dispatch staff to comply with the terms of the work sharing arrangement and any failure to comply will be a breach of this agreement.

No work sharing agreement will result in the dispatch of members to perform fewer moves than is necessary for the Company to generate sufficient revenue to cover the minimum daily compensation per member, however such an agreement may limit the

amount of trucks called in on a given day to ensure that the drivers who are working will receive at least the minimum number of moves called for in the work sharing agreement.

8.03 New Additions to the Seniority List

A departing owner operator on the seniority list will be replaced with an owner operator and a departing employee will be replaced with an employee unless otherwise mutually agreed in writing with the Local President. All new owner operator or new employees will take the lowest position on the seniority list.

8.04 Probation

The Parties agree that all employees and owner operators shall be subject to a sixty (60) calendar day probation period.

8.05 Seniority List

- (a) Seniority lists will be updated quarterly (January, April, July, October) of each year with copies to be posted on the Company bulletin board if one is in effect. Copies of the quarterly seniority lists will also be emailed to each member and a copy will be sent to the Unit Chairperson and the Unifor Local VCTA office.
- (b) Any dispute concerning a driver(s) seniority status must be submitted to the Company and Union in writing within thirty (30) calendar days of the seniority list being posted.
- (c) Drivers who commence their employment on the same day will be placed on the seniority list in the order that they pull their first container for the Company. In the event of the need for a further seniority tie-break, the parties agree that senior sequence of tied members will be determined by a coin toss with a Shop Steward and the affected members present.

8.06 Transparent Dispatch

- (a) The Company will keep all records related to dispatch on hand and available for inspection by Shop Stewards and the Local Representative and/or Local President upon reasonable request.
- (b) The Company shall post a Dispatch History List on its Company bulletin board and email a copy to the Union office of the previous work week's dispatch history for every member on Monday morning of each calendar week. This Dispatch History List will include each driver name and number, and the container count (i.e. total number of one way moves) that they completed on each day of the previous work week.

- (c) At the end of each month, the Company and the Shop Stewards shall meet to review the dispatch history records including the Dispatch History List to ensure that overall intent to generally ensure that a more senior driver has higher earnings than a junior driver over the work week and to deal with any other dispatch concerns.

8.07 Dispatch Considerations

The primary driving force behind any and all dispatch decisions is the facilitating of service to the demands of our customers, location of the work and Driver, distance and recognition of seniority.

The decision to assign a specific piece of work to start a Driver's day is made based on seniority and on the following reasons:

- (a) The specific needs of the customer.
- (b) The work available.
- (c) The drivers available.
- (d) The capability of the driver.
- (e) The specific location of the customer in relation to the location of the driver.
- (f) How other deliveries after the first delivery, will fit together with this delivery to accommodate a customer requirement later in the day.
- (g) How other deliveries after the first delivery, will fit together with this first delivery to possibly accommodate a better revenue day for a more senior Driver.
- (h) Chassis availability may have an affect.
- (i) If the piece of work is a continuation of work from the previous day.

Generally, the decision to activate a specific number of trucks for the day is based on seniority. It is therefore reasonable to assume that a more senior Driver would have higher earnings than a more junior Driver.

ARTICLE 9 – REPLACEMENT DRIVERS

9.01 Replacement Drivers

An owner operator may hire a replacement driver employee at his or her own cost for up to a cumulative total of three (3) calendar months in each calendar year on the

following conditions:

- (a) The replacement is needed because of holiday relief, sickness, jury duty, coroner's report or an emergency situation.
- (b) The owner operator has received the Company's approval of the replacement driver.
- (c) Other circumstances will be given reasonable consideration on a case by case basis.
- (d) Each owner operator employing replacement drivers assume all costs and liabilities associated with the employment of the replacement driver employee, including but not limited to payment of all rates and terms applicable to hourly employees under this Collective Agreement and other required deductions/statutory remittances and also for all liability for insurance and Workers' Compensation for any person operating their vehicle.
- (e) Owner operators shall not be employed elsewhere during a period when a replacement driver is employed on their truck, unless mutual agreement in writing is secured at the time of their leave.

ARTICLE 10 – LAYOFF AND RECALL

10.01 Union Notification Prior to Layoff

When a layoff is necessary, the Unit Chairperson will be informed and provided with a list of members to be laid off at least forty-eight (48) hours prior to the issue of notice to those members. Upon completion of all layoffs, the Company will provide the Unit Chairperson with a finalized layoff list.

10.02 Layoff and Recall

Laid off members will remain on the seniority list for twenty-four (24) calendar months following a layoff for recall purposes. Additionally, the following shall apply:

- (a) A driver shall be laid off in inverse order of seniority when they have not been

offered work by the Company for fourteen (14) calendar days or more. The Company will cooperate to allow the truck tag (or equivalent) to be transfer to another Company during the period of layoff.

- (b) Drivers who are laid off shall be entitled to recall in order of their seniority as soon as work becomes available that cannot be performed by drivers not already working.
- (c) Owner operators receiving a layoff notice are entitled to immediately transfer their vehicle insurance to “storage only” (GVW rating of zero) provided that the insurance can be reinstated in the event of a recall.
- (d) When an offer of recall is made and a driver entitled to recall cannot be contacted by telephone within twenty-four (24) hours, the Company will then make final contact by registered mail or courier with a copy to the Union. A driver entitled to recall must respond to the offer of recall within seventy-two (72) hours of contact and return to work as soon as possible but no later than seven (7) calendar days after the date they have received the recall notice. Should a driver choose not to accept recall or fail to respond to an offer of recall, the driver will be deemed to have resigned.
- (e) It is the responsibility of the driver to keep their telephone number and contact information up-to-date with the Company.

10.03 Transfers Outside the Bargaining Unit

Each owner operator or employee who transfers to a position within the Company that is not covered by this Agreement shall have their seniority rights protected for ninety (90) days from the date of transfer, upon payment of three (3) months dues to the Union. The said ninety (90) day period may be extended by mutual written agreement between the Parties. No more than one (1) leave of ninety (90) calendar days may be granted in any one (1) year period under this clause.

ARTICLE 11 - JOB POSTINGS

11.01 Job Postings

- (a) All job vacancies will be posted for a period of seven (7) calendar days and will be emailed to all members or sent to their electronic device. If a Company notice board is in effect, the job postings shall be posted there for the same time period also. A vacancy is any opening for either new or replacement owner operators or employees.

- (b) Applications for new or replacement owner operator or employee positions will be invited from present employees or owner operators at a particular Company before new owner operators or employees are hired. A copy of each job posting will also be sent to the Unit Chairperson and Local Representative at the time of posting.
- (c) An owner operator or employee applying for a job posting at the Company they work for shall receive the job prior to any new employees or owner operators being hired. If more than one (1) owner operator or employee applies for a job posting at the Company they work for, the applicant with the greater length of seniority and the necessary qualifications shall be selected for the position.
- (d) If there are no internal applicants for a position after it has been opened as set out in Article 11.01 (b) above, the Company shall immediately forward a copy of each job posting to all Unifor Local VCTA certified Companies to post the job opening in their workplace for a period of a further seven (7) calendar days and a copy of the job opening will also be sent to the Local Representative at the time of posting. The Company agrees to post job openings received from any other Unifor Local VCTA certified Company on all Company bulletin boards for seven (7) calendar days after receiving them.
- (e) If there are no internal applicants for a position within a Company, a Unifor Local VCTA applicant with the necessary qualifications shall be hired for the position. If more than one (1) Unifor Local VCTA applicant applies for the posting, the applicant with the greater length of seniority within their current Company and the necessary qualifications shall be hired for the position.
- (f) If there are no internal applicants for a position and no Unifor Local VCTA applicants after the above processes have been exhausted, the Company will be entitled to hire a new Owner Operator or Employee as required, provided that the Local Union is notified in writing of the hiring under this clause.

ARTICLE 12 – WEEKEND AND EXTRA SHIFTS

12.01 Weekend Work

Weekend work (Saturday or Sunday) will be offered on the basis of seniority, first to drivers who have not completed five (5) days' work in the week. If the Company requires more drivers than those who volunteer, the work will be assigned on the basis of the least senior drivers on the combined seniority list.

12.02 Working on a Sixth or Seventh Shift

Owner operators shall be paid a minimum of four hundred dollars (\$400) for a callout for the 6th and/or 7th day worked in a work week (defined as Monday to Sunday). Employees shall be entitled to a minimum call-out of four (4) hours and shall be paid at time and one-half for all hours worked.

ARTICLE 13 – HEALTH AND SAFETY

13.01 Compliance with Health & Safety Legislation

The Company agrees to actively promote measures to assure the health and safety of all members. The Company, the Union and all members will make every effort to comply with all applicable British Columbia Occupational Health and Safety (OH&S) legislation and applicable regulations, and/or the *Canada Labour Code*, if applicable, as may be amended from time to time. The applicable provincial or federal legislation and regulations shall be considered to be the minimum acceptable standard.

13.02 National Safety Code

No driver shall be allowed to work beyond the restrictions as set out in the *National Safety Code*. Drivers must be familiar with, understand, and conform to the *National Safety Code* as the minimum standard and practice.

13.03 First Aid Course

Any member who attends a first aid course at the request of the Company shall have the course paid for and shall suffer no loss of compensation or wages for attending any such course.

13.04 Washrooms

Wherever possible and reasonable, the Company agrees to maintain at its terminals, clean sanitary washrooms having hot and cold running water, toilet paper and hand towels with toilet facilities available to terminal and owner operators and employees. Where changing rooms are provided they shall be kept clean and sanitary.

13.05 WHMIS

The Company agrees that all WHMIS standards (or equivalent or successor standards) will be followed for the purpose of protecting members from any exposure to hazardous substances or human blood.

13.06 Earnings and Transportation Where Injured

If a member is injured at work and requires emergency transportation, the Company agrees to provide transportation to the point of treatment and shall be paid his or her

regular earnings (or revenue for the trips they would have been entitled to in line with their seniority) for the balance of the shift. In the event that an ambulance is required the Company will be responsible for any cost not covered by the Company's extended health plan.

13.07 Duty to Accommodate

- (a) The Employer and the Union agree to make every reasonable effort to provide suitable modified or alternate employment within the Company to members who are temporarily or permanently unable to return to their regular duties, as a consequence of an occupational or non-occupational disability.
- (b) The Employer will discuss with the Union the necessary arrangements to accommodate the return to work of a member who is absent due to an illness or injury.
- (c) All light duties, trial programs, modified duties, and/or other accommodation arrangements will be mutually agreed and set out in writing between the Company and the Union.

13.08 National Day of Mourning

Each year on April 28th at 11:00 a.m. work will stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job. The Union shall send the Company a reminder of this requirement at least one (1) week prior to April 28th.

13.09 WorkSafe BC

In the event the Company protests a members' WorkSafe BC claim, the Company agrees to immediately advise the Local Representative in writing with an outline of the reasons for the protest together with copies of any correspondence sent to WorkSafe BC regarding the protest.

13.10 Confidentiality

The Company shall not reveal any health information in its possession concerning a member to any third party unless required by law or with the consent of the member on each occasion the health information is requested.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 Personal Leaves of Absence

- (a) An owner operator or an employee may request a personal leave of absence by submitting the request to the Company in writing with reasons for the request.

- (b) The Company will circulate a vacation / leave of absence sign up list from August 15 to September 15 of each year for vacation sign up from October 1 to September 30 of the upcoming year.
- (c) The Company will grants these requests in seniority order up to September 30 and then further leave/vacation requests will be processed on a first come first served basis after that date. The Company shall allow up to forty-five (45) calendar days off for such requests on the understanding that where twelve percent (12%) of the active work force is off work during the same time period (not including absences due to illness or injury), such request may not be granted, unless an owner operator uses a replacement driver, and in those cases, the leave shall not be counted toward the twelve percent (12%) off however such leaves shall not exceed ninety (90) calendar days with a replacement driver. Additional requests beyond the twelve percent (12%) shall not be unreasonably denied based on bona-fide operational requirements.
- (d) The Unit Chairperson or designate will be notified in writing of any personal leaves of absence in excess of forty-five (45) calendar days. Any personal leaves of absence for more than six (6) calendar months must have the mutual agreement of the Union and the Company, unless otherwise permitted by this Agreement.
- (e) Drivers are not permitted to engage in employment as a commercial driver while on leave, unless otherwise mutually agreed in writing.

14.02 Bereavement Leave

- (a) An owner operator shall be granted a maximum of three (3) regularly scheduled work days of bereavement leave, without pay but without loss of benefits, in the case of a death of a parent, spouse, brother, sister, child, parent-in-law, sister-in-law, brother-in-law, step-children, legal guardian and grandchildren. An employee shall be granted this leave off on the same basis but without loss of benefits or pay.
- (b) This leave will be extended to five (5) regularly scheduled work days off without loss of benefits where the owner operator or employee must travel out of province to deal with issues related to the death. This leave will be extended to fifteen (15) regularly scheduled work days off without loss of benefits where the owner operator or employee must travel out of the country to deal with issues related to the death.
- (c) Requests to extend bereavement leave beyond these time frames on an unpaid basis shall not be unreasonably denied.

- (d) Upon giving twenty-four (24) hour notice, an owner operator or employee shall be granted time off without pay for the purpose of attending a funeral providing that the granting of such time off shall not be inconsistent with the efficient operation of the business.
- (e) This clause will have no application for an owner operator or employee on a leave of absence or when receiving benefits under the health and welfare plan, annual vacations, worker compensation, or as otherwise set out in this agreement.

14.03 Maternity, Parental or Adoption Leave

- (a) The Company agrees to provide maternal and paternal leave and benefits in accordance with the B.C. *Employment Standards Act* or the *Canada Labour Code*, where applicable. The Company shall provide the same leave and benefits for parents adopting a child.
- (b) Requests to extend the maternity, parental or adoption leave for an additional six (6) months shall be granted. Members requesting such an extension must notify the Company in writing at least one (1) month prior to their scheduled return to work.

14.04 Medical Leaves

- (a) Members shall be granted a medical leave upon request. Members on medical leave of three (3) working days or more may be required to provide reasonable and appropriate medical information upon request. The Company shall pay for the reasonable doctor's fees actually incurred by the member in connection with obtaining medical information and assessments required by the Company.
- (b) Reasonable and appropriate medical information may be required in support of leaves shorter than three (3) working days in circumstances where it can be demonstrated that the member is absent due to illness or injury substantially in excess of other members in the bargaining unit and the Company shall pay for the reasonable costs of providing such information as outlined in (a) above.

14.05 Family Responsibility Leave

- (a) An owner operator or employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the owner operator or employee's care, or the care or health of any other member of the owner operator or employee's immediate family. Requests for leaves of absence for periods exceeding five (5) days in total

each year for this purpose shall not be unreasonably withheld.

- (b) An “immediate family member” is defined as the spouse, child, parent, guardian, sibling, grandchild or grandparent of an owner operator or employee, and any person who lives with an owner operator or employee as a member of the owner operator or employee’s family. It includes common-law spouses, step-parents, and step-children, and same sex partners and their children as long as they live with the owner operator or employee as a member of the owner operator or employee’s family.

14.06 Compassionate Care Leave

Compassionate Care Leave shall be granted in accordance with the provisions of the British Columbia *Employment Standards Act* or the *Canada Labour Code*, where applicable.

14.07 Jury and Witness Duty

- (a) Employees who serve on a jury or as a witness for the Crown shall be granted leave of absence for this purpose and provided that the employee concerned deposits with the Company any pay received, an employee shall continue to receive their full wages and benefits for such period of time and shall suffer no loss or seniority or any other benefit. To be eligible for this clause the employee must have completed probation. Employees will not be scheduled to work during jury duty unless they request to do so and such request is approved by the Company and the Union.
- (b) Owner operators who serve on a jury or as a witness for the Crown shall be granted a leave of absence if requested with no loss of benefits or seniority for the time period they are required to serve.

14.08 Accrual of Seniority While On Leave

Employees on approved leaves shall accrue seniority while on all leaves unless otherwise specified in this Agreement.

14.09 Responses to Requests for Leave

The Company will give prompt attention to any formal request from a member for a Leave of Absence.

ARTICLE 15 – SUBSTANCE ABUSE

15.01 Substance Abuse Policies

- (a) Substance abuse is recognized to be a serious medical and social problem that can affect anyone. The Company and the Union have a strong interest in encouraging early treatment and assisting members towards full rehabilitation. The Company recognizes that the Union can provide a source of information and be a positive influence in the process of addressing substance abuse.
- (b) The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. The Company will assist by referring owner operator or employees to appropriate counselling services, treatment or rehabilitation facilities.
- (c) An Employee Assistance Program (“EAP”) will continue to be made available to members during the life of this Agreement.

ARTICLE 16 – TRAINING

16.01 Training Programs

When members are required by the Company to attend mandatory training programs or meetings, they will be paid the regular amount of compensation that he/she would have earned if held during their normal work day or one and one-half times (150%) the regular amount of compensation he/she would have earned for training hours or mandatory meetings in excess of their normal working day. If a replacement driver is used, the Company will pay for the replacement driver.

When mandatory training sessions or meetings are held on a Saturday or Sunday, an employee shall be paid at no less than four (4) hours at the hourly rate for employees as set out in Appendix “A” as set out in this agreement, at time and one-half (150%) of the regular rate of pay. Owner operators shall be paid the minimum daily call out plus revenue for any other work performed.

ARTICLE 17 – EQUIPMENT

17.01 Painting of Vehicle

- (a) In the event the Company for any reason, decides to change the Company colours or require an owner operator to paint his/her vehicle, the Company shall bear the full cost of prep work, body work and repainting all of the owner operator' vehicles where required.

- (b) Body work for purposes of this article will be defined as any damage repair to the vehicle body, fenders, bumpers, doors, roofs, vehicle floors, chassis, etc.
- (c) Prep work for the purposes of this article will be defined as the required sanding and preparation of the vehicle parts to be painted.
- (d) Prep work for line haul tractors shall include removal and installation of exterior parts and door jams if required.

ARTICLE 18 – GENERAL OPERATIONAL ISSUES

18.01 Latest Dispatch Time

Each driver who is required to work shall receive a dispatch in writing by no later than 7:00 p.m. on the day before.

No driver shall be disciplined from refusing work if he or she is not dispatched in accordance with the above.

18.02 First Dispatch with Empty Chassis

An owner operator may be dispatched to their first call each day with an empty chassis provided that all owner operators junior to that driver are also dispatched with an empty chassis unless otherwise agreed in an effort to increase overall revenue to the senior driver.

18.03 Owner Operator Invoicing Procedure

The following information will be made available to the Local Union and each owner operator on the same invoice:

1. Trucking Company name and contact information.
2. Owner operator name, truck number, and his or her Company name.
3. The period covered by the invoice.
4. By each calendar day in the period show:
 - (a) The container and job numbers.
 - (b) The pick up and drop off location using the “locations” shown on the

appropriate Schedule.

- (c) The rate paid for the movement, including listing in a way that identifies B Trains and Combo Chassis.
- (d) Payments for damaged cans and dangerous goods trips together with the pick up and drop off location and the associated container and job numbers.
- (e) Minimum call out payments.
- (f) Fuel Surcharge Payments.
- (g) Conversion rates and any deductions.
- (h) Other information as is reasonable necessary to allow drivers to easily and readily understand all payments.

18.04 Radios and Dispatch Records

Owner operators will be responsible to ensure their truck is equipped with a radio or some other communication system mutually approved by the parties. The Company shall ensure that company vehicles are also equipped with the same radio or communication device.

The Company agrees to pay the monthly airtime charges and fees for the radio or other communication device (for business use only) but shall not be required to pay for data where it has an app that can be used by any smart phone. The Company shall pay for the cost of any upgrades to the radio system or communication device and/or for a new system or device if it is introduced less than three (3) calendar years after the implementation of the old system or device.

All dispatching of work for owner operators and employees must be done over this radio system or communication device. If the Union alleges that the Company is not in compliance with this article, the onus is on the Company to prove that all work was dispatched over the radio or communication device for the time period in question.

Violations of this provision shall result in a penalty of one hundred dollars (\$100) being paid to the Union for each container not dispatched through the radio or communication device.

18.05 Additional Work on Same Day Call Out

Where an owner operator completes his/her shift and is subsequently requested to return to work, the minimum pay for such a call out will be two hundred dollars (\$200).

18.06 Minimum Pay on Daily Call Out

Owner operators shall receive a minimum of three hundred dollars (\$300) for any day in which he or she is called out to work.

18.07 Spotting the Load with Open Doors

Drivers agree that before placing a truck in reverse with the doors open, he or she will check the stability of the load. If instability of the load makes backing-up unsafe, the driver will request the assistance of the warehouse manager and shall contact Dispatch.

18.08 Chassis Damage

Drivers must perform pre-trip and post-trip inspections of chassis they move to check for damage and confirm its suitability for operation. Where there is doubt in this respect, the driver must call Dispatch to report any damage or other issues discovered and take a picture and send it to Dispatch. No driver will be disciplined for refusing to pull unsafe equipment and/or loads.

18.09 Right to Refuse Over Loaded Containers

A driver must make the Dispatcher aware if the container appears to be overloaded by the customer before transporting the container. Where a container has been overloaded, and the combined weight is over the GVW, the driver has the right to refuse to pull that container. The Company agrees to pay for an overweight ticket if it can be shown that the Company is responsible.

18.10 Dangerous Goods

Owner operator shall be compensated at the rate of fifty (\$50) per container for all dangerous goods containers. The driver is responsible for the cost of the dangerous goods course required by the *National Safety Code*.

18.11 National Safety Code Number Provided by the Company

The Company shall ensure that all owner operators are provided with the *National Safety Code* registration number of the Company.

18.12 Cargo Insurance to be Paid by the Company

The Company shall provide cargo insurance to cover all cargo carried by owner operators.

18.13 Fleet Insurance

Where the Company has fleet insurance, such insurance (and any discounts) shall be continued unless otherwise mutually agreed in writing. This insurance coverage will be underwritten by the Insurance Corporation of British Columbia (ICBC). For owner operators, payment of such coverage may be made in full by the owner operator at the time of issuance, or be reimbursed to the Company at a rate of prime plus 1.0% over a deduction period of nine (9) months, or the balance of the term, whichever is shorter. In the event of an accident where the owner operator is found at fault under fleet insurance, the owner operator shall cover the cost of the deductible as stipulated under the applicable insurance policy governing that Owner Operator. The Company shall provide owner operators and the Union with the actual invoices for insurance coverage for a particular truck upon request.

18.14 Minimum Daily Hours for Company Drivers

A Company driver who is called in to work shall receive a minimum of eight (8) hours of work or pay, unless otherwise mutually agreed.

18.15 Limitations on Hours of Service

- (a) Owner operators shall not work more than ten (10) hours per day unless by mutual agreement with the owner operator and the Unit Chairperson.
- (b) When there is more than one shift, the extra work being offered to company drivers or owner operators from another shift shall not reduce the work available for owner operators or company drivers regularly working the shift where the double shifting is taking place. The Company will communicate with the Unit Chairperson in cases where double shift has been decided to attempt to resolve any issues.

18.16 Generator Sets

Owner operators shall receive an additional payment of one hundred dollars (\$100) for any move involving a generator set (gen sets) if the gen set is not installed by the Company no later than one (1) hour after the driver arrives at the Company's main yard.

ARTICLE 19 – PAYMENT OF WAGES (OWNER OPERATORS AND EMPLOYEES)

19.01 Pay Periods and Pay Dates Defined

- (a) Each pay period shall be for a period of no more than fifteen (15) calendar days, starting and ending on the days of each month in effect as of the signing of this agreement, or shorter if required to come in line with the fifteen (15) day requirement.

- (b) Owner operators shall be paid 100% for all work performed including wait time remuneration or fuel surcharge owed no later than thirty (30) days after the end of the calendar month in which the owner operator performed the container trucking services for which the remuneration, wait time remuneration or fuel surcharge is owed.
- (c) The current practises shall be maintained where payment is currently more frequent than this outlined in (b) above.
- (d) Employees shall be paid for all work performed no later than eight (8) calendar days following the end of the pay period where the work was performed.
- (e) The Company shall pay all monies owed to an owner operator or employee within forty-eight (48) hours after the Employer terminates the employment or within six (6) calendar days after the employee terminates the employment.

19.02 Pay Methods

Members will be paid by direct deposit or cheques which shall be mailed directly to them or shall be made available for pick-up before noon on payday if preferred by the driver. The use of direct deposit or cheques will be determined by a majority vote of the membership at each group administered by the Union.

19.03 No Unauthorized Deductions

Unless there is written authorization, no deductions shall be made from any employee's or any owner operator's pay cheque until the owner operator or employee, a Union representative, and the Manager of the Company have met to discuss the matter in question.

In cases where there is a dispute with respect to a deduction that the Company feels is appropriate and the Union and the owner operator or employee feels that the deduction is not appropriate, the grievance procedure, and failing that, the arbitration procedure only shall be used.

The Arbitrator shall only decide if (a) there is driver negligence, damage to property, cargo equipment, etc. that the driver is responsible for and (b) if so, what is the appropriate amount to be paid by the driver.

No deductions shall be made from owner operator or employee until either agreed to by the Parties or until an order from an Arbitrator orders such deduction.

19.04 Payroll Error

If an error occurs in the payroll computation of a members' pay cheque, and the amount

is equal to one (1) day's compensation or pay or more, he or she shall be entitled, on request, to receive same as soon as practical but not later than three (3) working days after the error was reported; and if the member is overpaid then he or she shall return said cheque or the overpaid amount within three (3) working days.

If a member has payroll errors on more than (2) pay periods within a sixty (60) day period, the Company shall pay an additional one hundred dollar (\$100) penalty for each instance where a pay period has an error within that time frame.

Drivers shall have thirty (30) calendar days after receiving their settlement and all related information to raise a dispute regarding incorrect pay.

19.05 Pay Statements and Other Records

- (a) Pay statements will include all information required by the applicable statutes including Union dues deductions where applicable.
- (b) The Company shall also maintain trip sheets, dispatch records, daily time records, pay statements, T4 statements, cancelled cheques or banking clearance of direct deposit for inspection by the Union or the *Container Trucking Commissioner*.
- (c) Records for independent operators paid by the trip will show the rate and geographical zone for the origin/destination of each container moved.
- (d) Pay statements for employees paid by the hour will show the hourly rate paid, the amount of gross earnings, the type of benefits paid and the hourly value of each benefit.

19.06 Dues Receipts

The Company agrees to distribute and mail out all owner operator Union dues receipts when provided by the Union to any owner operator who worked for the Employer in the previous twelve (12) months.

19.07 Frequency of Vehicle Inspections

Owner operators shall have their vehicles inspected, at their own expense, once every six (6) months at a CVI inspection facility. When an owner operator's vehicle passes a government required semi-annual inspection during the thirty (30) day period preceding an inspection required by the Company, the government inspection shall be deemed to satisfy the Company-required inspection. If the Company requires vehicles to be inspected more than once every six (6) calendar months, the Company shall pay for the full cost of the additional inspections. However, if an owner operator receives an "out

of service order” and is required to have his vehicle inspected in order to put it back in service, the owner operator shall be responsible for the cost of such inspection.

ARTICLE 20 – COMPLIANCE WITH CONTAINER TRUCKING ACT AND REGULATIONS

20.01 *Container Trucking Act* and Regulation as Minimum Standards

As minimum standards, and by no later than January 22, 2016, each Company and all drivers covered under this agreement will fully comply with all provisions of the British Columbia *Container Trucking Act* and its Regulations and with any term of any license issued pursuant to the *Container Trucking Act* or Regulations as they existed on November 24, 2015.

20.02 Requirement for Automatic Increases

Any increases to hourly rates, trips rates and/or fuel surcharges issued by the Office of the Container Trucking Commissioner pursuant to the *Container Trucking Act* and Regulations during the term of this Agreement shall immediately become applicable and payable to all drivers covered under this Agreement.

20.03 No Decreases in Rates and/or Fuel Surcharges

Any decreases to rates and/or fuel surcharges issued by the Office of the Container Trucking Commissioner pursuant to the *Container Trucking Act* and Regulations during the term of this Agreement shall not negatively affect the compensation of any owner operator or employee covered under this Agreement.

20.04 Payment of Retroactive Pay

It is agreed that any owner operator or employee who has not been paid the full amount of remuneration owed based on the *Container Trucking Act* including fuel surcharge payments from March 27, 2014 and applicable payments for on dock and off dock trips or for hours worked from April 3, 2014 pursuant to Article 20.01 shall be paid in full by no later than January 22, 2016 without any holdback or deduction in any manner.

20.05 Supporting Documentation

The Company shall provide the Union a summary list of all retroactive payments paid and/or payable under this Article along with the necessary documents to confirm and authenticate correct payment to each owner operator and employee by January 22, 2016. This may include but not be limited to providing copies of the cheques after they have been processed (with original processed cheques made available for inspection upon request).

20.06 Expedited Arbitration

Arbitrator Jim Dorsey shall be seized to deal with any dispute arising out of alleged violations of Article 20 and the Parties agree that such disputes should be heard on an expedited basis.

ARTICLE 21 – OWNER OPERATOR COMPENSATION RATES

21.01 Owner Operator Trip and Rate Schedules

(a) On Dock and Rail Movement Rates

All one way moves involving containers to and/or from marine terminals and/or to and/or from the CN and CP rail intermodal yards (whether full or empty) shall be paid the applicable rate in the attached **Schedule 1 – On Dock and Rail Rates**.

(b) Off Dock Movement Rates

All one way moves involving containers to and/or from facilities that are not marine terminals and/or the CN and CP rail intermodal yards (whether full or empty) shall be paid the applicable zone rate in the attached **Schedule 2 – Off Dock Rates**

(c) Highway and Long Haul Container Movement Rates

Drivers who perform long haul trips shall be paid the applicable tridem or super chassis rate for the trip covering a move from any marine terminal to any off dock facility or vice-versa within the lower mainland as set out in the attached **Schedule 3 – Highway and Long Haul Rates**.

(d) Multiple Container Movement Rates

For owner operators, full loads on B trains and two (2) containers will be paid one hundred percent (100%) for the first can and fifty percent (50%) on the second loaded can. The following exceptions apply:

B Trains & Combo Chassis (Full)	1st Can	2nd Can	3rd Can
Same Location	100%	50%	N/A
Different Location	100%	100%	N/A
Empty Triple set			
3 at same location	100%	50%	Free

2 at one and 1 other location	100%	100%	Free
3 at 3 diff. locations	100%	100%	100%

Two Empty	1 st Can	2nd Can
2 at same location	100%	Free
2 at different locations	100%	50%

A Trains: A Train Cans shall be paid at one hundred percent (100%) for each Can

(e) **Waiting Time:** After the first hour from arrival at an import customer’s location, owner operators shall be paid fifty (\$50) per hour (in addition to the pay for the trip they were dispatched for) to be paid in fifteen (15) minute increments.

Waiting time at an import customer’s location will only be paid in cases where the owner operator has notified the Company as soon as possible of the potential situation. The owner operator must note the waiting periods on the bill of lading and obtain a signature of acknowledgement if possible from the shipper/receiver at the customer’s location. The bill of lading must be submitted to the Dispatcher within twenty-four (24) hours of the waiting time incident.

(f) **Dead Calls:** All Dead Calls (i.e. where an owner operator has been dispatched to perform work that cannot be completed, for reasons beyond the owner operator’s control) shall be paid at fifty dollars (\$50) each unless a recovery trip can be assigned within five (5) kilometres by road and within fifteen (15) minutes of arrival and reporting to Dispatch of the Dead Call.

(g) **Scale Fee:** Any time a customer or the Company requires an owner operator to scale a load, that owner operator shall be paid an additional **fifty dollars (\$50)** unless the scale location is on the same property as the pick-up or drop-off point of a customer.

(h) **Bobtail Moves:** An owner operator will receive an additional twenty-five dollars (\$25) if they have to travel more than twenty-five (25) kilometers by road truck routes between one dispatch and their next dispatch.

- (i) **Within Facilities:** fifty dollars (\$50) for each movement within Coast 2000.
- (j) **Flat deck work:** local movements utilizing flat decks which require the use of straps or chains shall be compensated at one hundred and fifty percent (150%) of the trip rate and these moves shall be voluntary.
- (k) There shall be no reduction in the payments outlined above for partial unloading of containers.

21.02 Payment of Tolls and Transponder Fees

The Company will pay the full costs of all road, bridge and ferry tolls incurred by owner operator when performing work that requires them to incur tolls in order to be most efficient. The Company shall also cover the costs for cross-border transponders, when required.

21.03 Fuel Surcharge Payments

(a) **Local Fuel Surcharge Formula**

In each calendar month, if the reference price of diesel for a local owner operator is more than \$1.05 CDN per litre, the Company must pay the local owner operator a fuel surcharge, calculated in accordance with the following formula:

$$\frac{(A - \$1.05)}{\$0.05} \times B \times 2\%$$

where:

- A = the reference price of diesel, in dollars;
- B = the applicable rate owing under this collective agreement in Schedule 1 or 2 for each trip in that month, in dollars.

(b) **Highway Fuel Surcharge Formula**

In each calendar month, if the reference price of diesel for a highway driver owner operator is more than \$0.49, the Company must pay the owner operator a fuel surcharge, calculated in accordance with the following formula:

$$(A - \$0.49)$$

$$\frac{\text{—————}}{\$0.026} \times B \times 1\%$$

where:

- A = the reference price of diesel, in dollars;
- B = the applicable rate owing under this collective agreement in Schedule 3 for each trip in that month, in dollars.

(c) Reference Price of Diesel

"reference price of diesel" means the lower of the following:

- (i) the average retail price per litre, including taxes, of diesel in Vancouver as reported by MJ Ervin & Associates for the quarter immediately before the date on which a fuel surcharge is calculated, rounded down to the nearest \$0.05;
- (ii) if an owner operator obtains diesel at a discount from the ordinary retail price including taxes through a Company-provided fuel card for the purposes of providing container trucking services, the amount paid per litre by the independent operator. This amount shall be rounded down to the nearest \$0.05 for local drivers only.

(d) Fuel Card Optional for Local Drivers

- (i) Local owner operators shall have the choice of paying for their own fuel or of using a Company-provided fuel card. Local owner operators who choose to use this fuel card must advise the Company in writing and must remain on the fuel card system for the following six (6) calendar months and then they can make the choice again if they want to use the Company-provided fuel card or not.
- (ii) The Company shall advise the Union in writing at each six (6) month interval which local owner operators have chosen to use the Company-provided fuel card for the following six (6) months and which have declined the use of the Company-provided fuel card.

(e) Highway Driver Fuel Card and Surcharge

All highway owner operators will use the Company-provided fuel card for runs covered under Schedule 3 and will receive a highway fuel surcharge on their

gross revenue as calculated in Article 21.03 (b).

(f) **Disclosure of Fuel Card Records**

The Company shall provide disclosure of Speed Pass records (or equivalent) to an owner operator and/or the Union upon request in order to determine the actual price paid for fuel using the Company-provided fuel card. The Company shall also provide full disclosure of all records related to IFTA deductions to an owner operator and/or the Union upon request.

(g) **Quarters Defined**

In this Article, "quarter" means one of the following:

- (i) January 1 to March 31;
- (ii) April 1 to June 30;
- (iii) July 1 to September 30;
- (iv) October 1 to December 31;

21.04 PMV Waiting Time Payments

Marine terminal waiting time payments received by the Company shall be promptly delivered to the owner operators and employees without any deductions, in accordance with the B.C. *Container Trucking Act* and any other applicable legislation. The Company shall also provide the Union with a full list of the total amount received and the breakdown for each driver and any supporting documentation upon request.

ARTICLE 22 – HEALTH AND WELFARE BENEFITS

22.01 Health and Welfare Benefit Plans

(a) **Current Benefit Plans Maintained**

All current benefit plans, practises, and premium contributions, if any, shall be maintained for employees and/or owner operators without change unless and until a either existing plan changes are made or a new plan is implemented in accordance with (c) below.

(b) **Benefit Plan Review**

The Company and the Union will cooperate to review the current owner operator and employee benefit plans, if any, for potential improvements or changes to a new plan during the ninety (90) day period following ratification and all current benefit plans, practises, and premium contributions, if any, shall be maintained without change during this period.

The Company shall provide the necessary information to allow the Union to properly cost improvements to existing plan(s), if any, and/or to cost either the implementation of a Union recommended plan.

(c) **Company Contribution to Owner Operator and Employee Benefit Premiums**

Beginning ninety (90) days after ratification, the Company will remit eighty-four dollars (\$84) per month for each owner operator and employee on the seniority list to the Union recommended health & welfare plan for owner operators and employees who have completed probation, unless advised otherwise in writing by the Union.

22.02 Remittance of Benefit Premiums

- (a) The Company agrees to cooperate with changing its current benefit plan and/or in the transition to a new health and welfare plan if recommended by the Union.
- (b) The Company agrees to remit its contributions as set out in Article 22.01 (c) and deduct and remit the appropriate additional amounts, if any, as directed by the Union, from employees or owner operators and forward said monies to the Financial Secretary of the Union or directly to the health and welfare provider no later than the end of each calendar month if a new or changed plan is implemented.
- (c) The Union shall on a monthly basis (or more often if required by the Company) inform the Company of eligible owner operators and/or employees that are participating in the Unifor plan and provide accurate deduction amounts that the Company is to forward.

ARTICLE 23 – MISCELLANEOUS

23.01 Log Books

It shall be the responsibility of the employee or owner operator to maintain a set of log books of driving hours for the purposes of inspection by Transport Canada Inspectors when requested to do so.

23.02 Driver’s Revenue

The Union Local Representative and/or President shall be given the Driver’s revenue, daily trip sheets, hours of service, pay stub information, and interchange sheets upon request.

23.03 Manner of Dress

The manner of dress is the prerogative of the owner operator or the employee providing that it meets normal standards of safety.

23.04 Vaisakhi Time Off

Work on the day of the Surrey and/or Vancouver Vaisakhi parades shall be voluntary for employees and owner operators. Employees and/or owner operators who do not intend to work on the Surrey and/or the Vancouver Vaisakhi parades shall notify the Company in writing no later fourteen (14) days prior to these events.

23.05 Truck Tags

The Company shall not change any truck tags and who they are allocated to without written mutual agreement with the Local Union President.

ARTICLE 24 – WAGES FOR EMPLOYEES

24.01 Wage Schedule

The following hourly rates for all straight time hours of work shall be paid to employee company drivers as follows:

	On Hire	After 1 Year of Service *
Effective April 3, 2014	\$25.13	\$26.28
Effective on Ratification	\$26.28	

* \$26.28 per hour is the applicable wage rate for all company drivers except those who have not yet performed a total of 2,340 hours of containing trucking services for *any* licensee.

Payment of employees and hourly drivers on a per trip basis is strictly prohibited in all circumstances.

Wages shall be paid for employees for all work performed including from the time

starting from the time they arrive at the Company yard to the time they return to the Company yard.

ARTICLE 25 – HOURS OF WORK FOR EMPLOYEES

25.01 Definitions

- (a) Work Day - Defined as nine (9) consecutive hours, exclusive of the one-half (1/2) hour unpaid lunch period.

- (b) Work Week - The normal work week shall be forty-five (45) hours between Monday and Friday.

25.02 Start/Stop Times

A regular **day** shift shall be defined as any shift that starts at or after 6:00 a.m. and concludes at or before 3:00 p.m. subject to 25.01 (a) above.

25.03 Notice of Shift Change

Employees shall receive forty-eight (48) hours' notice of shift change.

25.04 Lunch Period

The mid-shift lunch period will be thirty (30) minutes in length and shall be scheduled between the 3rd and 5th hour of a shift.

25.05 Rest Periods

There shall be two fifteen (15) minute rest periods in each shift. They shall be scheduled to occur between the 1st and the 3rd hour of work in the morning and again in the afternoon between the 6th and 7th hour of work.

ARTICLE 26 – OVERTIME FOR HOURLY EMPLOYEES

26.01 Overtime Defined

All time worked in excess of forty-five (45) hours per week or nine (9) hours per day shall be considered overtime.

26.02 Overtime (Daily)

Overtime shall be paid at the rate of time and one-half (1 1/2x) for the first two (2) hours during the employee's regular work week. All overtime beyond two (2) hours shall be paid at double time (2x).

26.03 Overtime (Regular Days Off)

All overtime on an employee's regular day off shall be paid at time and one-half (1 ½x) for the first nine (9) hours and double time (2x) thereafter.

26.04 Overtime (Statutory Holidays)

In addition to their Statutory Holiday pay, all overtime worked on a general holiday shall be paid at time and one-half (1 ½x) for the first nine (9) hours and double time (2x) thereafter.

26.05 All Overtime Voluntary

Overtime will be voluntary except in the event of an unforeseen or emergency situation where overtime shall be offered in order of seniority. Where there are not enough overtime volunteers, the Company may assign the overtime to the most junior employees to cover the work, and the assigned employees shall be required to perform the work.

Overtime shall be distributed on a rotation basis by using the seniority list and shall be handed out on a 1st come basis.

26.06 Overtime Breaks

Employees who work more than two (2) hours beyond the end of their regular shift shall receive a paid break of one-half hour and will be provided with a meal.

26.07 After Hours Recall

Any employee recalled to work by the Company following completion of regular shift hours on a regular work day shall be paid on an overtime basis for the actual time worked and shall be guaranteed a minimum of four (4) hours work at overtime rates. This guarantee shall not apply if such overtime occurs immediately prior to or succeeding his/her regular shift hours.

ARTICLE 27 – ANNUAL VACATIONS FOR EMPLOYEES

27.01 Vacation Entitlement

Years of Service	Vacation Period	Vacation Pay
Less than 1 year	1 for each full month worked to a maximum of 10 days	4%
1 year but less than 2 years	2 weeks	4%

3 years but less than 7 years	3 weeks	6%
9 years but less than 15 years	4 weeks	8%
15 years but less than 21 years	5 weeks	10%
21 years and over	6 weeks	12%

Vacation pay shall be based on gross earnings from the employee's last anniversary date.

Employees can choose to bank vacation time and receive a payout.

27.02 Vacation Scheduling

- (a) The Company will circulate a vacation sign up list from August 15 to September 15 of each year for vacation sign up from October 1 to September 30 of the upcoming year. The Company will grants these requests in seniority order up to a September 30 and then further vacation requests will be processed on a first come first served basis after that date on the agreement that where fifteen percent (15%) of the active work force is off work during the same time period (not including absences due to illness or injury), such request may not be granted. Additional requests beyond the fifteen percent (15%) shall not be unreasonably denied based on bona-fide operational requirements.
- (b) Vacations shall be scheduled in increments of five (5) days or less by mutual agreement.

27.03 Vacation Pay on Termination

Upon leaving the Company, employees will receive all outstanding vacation pay with their final pay cheque.

27.04 Vacation Cut off

Vacation Year Cut-Off shall be December 31st.

ARTICLE 28 – STATUTORY HOLIDAYS FOR EMPLOYEES

28.01 Statutory Holidays

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

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

and any other day declared a Statutory Holiday by the Provincial and/or Federal Government.

28.02 Statutory Holiday during Vacation Period

Should any of the above holidays occur during an employee's vacation period; he/she will be given an extra day's vacation with pay for each holiday to be taken at the beginning of or the end of the vacation period.

28.03 Statutory Holiday on a Day Off

Should any of the above holidays occur on an employee's day off, he/she will be given an extra day off with pay for each holiday so affected. This additional day off shall be scheduled by mutual agreement and not more than thirty (30) days from the date of the Statutory Holiday.

28.04 Qualification

In order to qualify for eight (8) hours' pay for the above General Holidays, the employee must have completed thirty (30) calendar days employment with the Company and work his/her last regularly scheduled shift before the holiday or, his/her first regularly scheduled shift after the holiday except where authorization is obtained from the employer.

ARTICLE 29 – ADDITIONAL COMPENSATION FOR HOURLY EMPLOYEES

29.01 Additional Payments

The Company shall also be required to pay for the following items as set out below:

- Pay for or supply port passes.
- Pay for or supply hardhats.
- Pay for or supply safety glasses.
- Pay for up to \$100.00 per year for Safety Boots.

ARTICLE 30 - DURATION OF AGREEMENT

30.01 Duration of the Agreement

This Agreement shall be in full force and effect from and including June 1, 2015 to and including July 30, 2019 and shall continue in full force and effect from year to year thereafter subject to the right of either party of this Agreement within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter by written notice to party, require the other party to commence collective bargaining with a view to conclusion or renewal of a Collective Agreement or a new Collective Agreement.

30.02 Section 50(2)

The Parties agree that Section 50(2) of the BC *Labour Relations Code* will not apply to this Agreement.

Signed this _____ day of _____, 2016 in Vancouver, BC.

FOR THE COMPANY

FOR THE UNION

David Payne
President, Harbour Link

Paul Johal
President, Unifor Local VCTA

John Bourbonniere
Executive Vice President,
Harbour Link

Amandeep Bhullar
Bargaining Committee, Unifor Local VCTA

Balbir Gill
Bargaining Committee, Unifor Local VCTA

Paul Uppal
Local Representative, Unifor Local VCTA

Gavin McGarrigle
Unifor Area Director, British Columbia

LETTER OF UNDERSTANDING #1 – GRANDFATHER OF CURRENT OWNER OPERATOR

This Letter of Understanding covers owner operators with more than one truck in operation as of July 1, 2005. The owner operator will be covered by the Collective Agreement.

The drivers for these owner operators will be covered by the following terms where they have been approved by the Company and worked sufficient hours to be dependent contractors.

1. Drivers will be covered by Article 8 (Seniority) of the Collective Agreement.
2. Pursuant to Article 8.01, the Driver will have a position on the seniority list based on the date they commenced employment for the owner operator.
3. Pursuant to Article 8.02, if the Driver leaves and is replaced within sixty (60) days, the new driver will take the most junior place on the seniority list currently held by a driver of the owner operator.
4. Article 8.03 applies to the Drivers of the owner operator's trucks.
5. Article 8.04 will apply to both the owner operator and his/her employees.
6. It is understood that owner operator assumes liability for insurance, deductions/statutory remittances, and also for all liability for insurance and Workers' Compensation for any person operating their vehicle.
7. The drivers remain the employees of the owner operator and the employment relationship is in all respects between the owner operator who owns the trucks and his/her drivers.
8. An owner operator may replace an existing (or grandfathered) truck but may not increase the numbers of truckers in his/her fleet.
9. All drivers employed by owner operator are to be paid pursuant to the terms of this Collective Agreement by the owner operator.
10. Where a driver of a truck belonging to an owner operator decides to move to the seniority list on his/her own and purchase a truck, or become an hourly driver, that person shall appear at the bottom of the seniority list. They do not carry their seniority with them from the status they had while driving for an owner operator.

Matters arising under Article 8 may be addressed under the grievance and arbitration articles of

the Collective Agreement with the Company.

The Company and the Union agree that the terms of this Letter of Understanding may be discussed in Union/Management meetings should issues arise.

Signed this _____ day of _____, 2016 in Vancouver, BC.

FOR THE COMPANY

FOR THE UNION

David Payne
President, Harbour Link

Paul Johal
President, Unifor Local VCTA

John Bourbonniere
Executive Vice President,
Harbour Link

Amandeep Bhullar
Bargaining Committee, Unifor Local VCTA

Balbir Gill
Bargaining Committee, Unifor Local VCTA

Paul Uppal
Local Representative, Unifor Local VCTA

Gavin McGarrigle
Unifor Area Director, British Columbia

LETTER OF UNDERSTANDING #2 – NEW CONTRACTS

The Company and the Union recognize that the success of the operation depends, in part, on open, honest and frank discussions on matters that may or may not be directly related to the grievance-arbitration provisions of this Collective Agreement but also on general drayage concerns and new contracts and that both parties want to see a stable and growing business.

To that end, it is agreed that one of the items that will be included in agenda topics for the quarterly union-management meetings outlined in Article 1.18 is new contracts and the challenges and opportunities that the Company is encountering in this regard. In addition, the Parties agree to meet more frequently as may be required for this purpose.

Signed this _____ day of _____, 2016 in Vancouver, BC.

FOR THE COMPANY

FOR THE UNION

David Payne
President, Harbour Link

Paul Johal
President, Unifor Local VCTA

John Bourbonniere
Executive Vice President,
Harbour Link

Amandeep Bhullar
Bargaining Committee, Unifor Local VCTA

Balbir Gill
Bargaining Committee, Unifor Local VCTA

Paul Uppal
Local Representative, Unifor Local VCTA

Gavin McGarrigle
Unifor Area Director, British Columbia

SCHEDULE 1 – ON DOCK AND RAIL RATES

From / To	Vanterm Centerm	Deltaport	FSD	CP	CN
Vancouver Docks	\$112.00	\$151.20	\$134.40	\$151.20	\$151.20
North Vancouver	\$117.60	\$156.80	\$151.20	\$162.40	\$162.40
West Vancouver	\$123.20	\$162.40	\$156.80	\$168.00	\$168.00
Burnaby North	\$117.60	\$151.20	\$123.20	\$134.40	\$134.40
Burnaby South (S of Hwy 1)	\$123.20	\$151.20	\$117.60	\$134.40	\$145.60
Richmond North	\$117.60	\$134.40	\$117.60	\$151.20	\$151.20
Richmond South (S of Westminster)	\$123.20	\$123.20	\$117.60	\$156.80	\$151.20
Annacis Island	\$134.40	\$134.40	\$112.00	\$145.60	\$145.60
New Westminster	\$128.80	\$151.20	\$117.60	\$134.40	\$145.60
Coquitlam	\$128.80	\$151.20	\$123.20	\$123.20	\$128.80
Port Moody / Port Coquitlam	\$134.40	\$162.40	\$128.80	\$117.60	\$134.40
Pitt Meadows	\$151.20	\$168.00	\$134.40	\$112.00	\$145.60
Haney / Maple Ridge	\$156.80	\$179.20	\$151.20	\$117.60	\$151.20
Surrey North (N of 72, W of 152, FSD)	\$134.40	\$134.40	\$112.00	\$134.40	\$123.20
Delta North (Tillbury)	\$151.20	\$112.00	\$112.00	\$151.20	\$145.60
Surrey South (includes White Rock)	\$151.20	\$134.40	\$134.40	\$168.00	\$134.40
Cloverdale	\$151.20	\$151.20	\$128.80	\$145.60	\$112.00
Port Kells (N of Hwy, W of 208)	\$151.20	\$162.40	\$123.20	\$145.60	\$112.00
Langley City	\$162.40	\$151.20	\$134.40	\$151.20	\$117.60
Langley South (S of 40)	\$184.80	\$134.40	\$134.40	\$162.40	\$123.20
Pacific Hwy	\$184.80	\$134.40	\$134.40	\$162.40	\$123.20
Fort Langley / Aldergrove	\$173.60	\$184.80	\$151.20	\$173.60	\$134.40
Abbotsford / Clearbrook	\$196.00	\$196.00	\$179.20	\$184.80	\$151.20
Mission	\$196.00	\$207.20	\$184.80	\$162.40	\$162.40
Chilliwack / Sardis	\$224.00	\$224.00	\$207.20	\$207.20	\$196.00
Agassiz / Harrison *	\$500.00	\$500.00	\$470.00	\$470.00	\$440.00
Squamish *	\$500.00	\$550.00	\$550.00	\$550.00	\$550.00

Note: Rates with an asterisk (*) (Under the Agassiz / Harrison and Squamish lines) are round

SCHEDULE 3 - HIGHWAY RATES EFFECTIVE MARCH 28, 2016

Round Trip Rates

The Company shall pay the following trip rates of compensation to owner operators on a round trip basis between the Lower Mainland BC and the points named hereunder, on the understanding that owner operators will pick up/deliver from any point In the Lower Mainland.

When a dispatch requires the pick up or the delivery by the owner operator to a Port of Vancouver marine terminal, i.e. Deltaport, FSD, Centerm or Vanterm and the pick up or delivery is not completed by the owner operator, a deduction of \$50.00 will be made.

Highway long haul points not listed below will be paid the practical miles defined by PC Miler between Vancouver, BC to and from the long haul point (with the same stipulation as noted above) as follows:

Highway Owner Operator Mileage Rate: \$1.62 per mile
 Super Chassis (US Only) \$1.75 per mile
 Company Driver Mileage Rate: \$0.52 per mile

Location: Canada	Mileage* (via #1/#3/#5 hwy)	Owner Operator	Company Driver
	Miles	\$	\$
Armstrong	600	1040	310
Enderby	573	1020	295
Kamloops	450	840	230
Kelowna	500	865	255
Oliver	510	865	260
Osoyoos	500	865	255
Penticton	500	845	255
Naramata	520	845	265
Prince George	980	1530	500
Princeton	350	681	220
Summerland	510	865	260
Salmon Arm	566	935	290
Vernon	560	990	285
Westbank (W. Kelowna)	480	845	245
Winfield (E. Kelowna)	520	895	265
Merrit	340	630	215
Calgary	1220	2015	600
Edmonton	1460	2240	690

Location: USA	Mileage	O/O Standard	O/O Super	Company Driver
	Miles	\$	\$	\$
Blaine, WA	60	335	375	100
Ferndale, WA	90	335	400	120
Bellingham, WA	100	375	420	125
Sumas, WA	100	335	410	125
Burlington, WA	160	375	500	150
Mt. Vernon, WA	160	375	510	150
Arlington, WA	200	365	510	160
Everett, WA	225	390	525	175
Kent, WA	320	575	675	200
Auburn, WA	330	585	690	210
Wenatchee, WA	550	855	960	280
Yakima, WA	550	855	960	280
Brewster, WA	580	905	1,015	295
Quincy, WA	580	905	1,015	295
Portland, OR	640	990	1,145	325
Tualatin, OR	660	990	1,150	335
Prosser, WA	690	1090	1,205	350
Hood River, OR	740	1170	1,295	380
Odell, OR	750	1170	1,315	385
Spokane, WA	825	1280	1,440	420
Eugene, OR	860	1335	1,505	440

Owner Operator One-Way (Seattle / Tacoma) Rates:

The Company shall pay the following trip rates of compensation to owner operators on a one way basis between Vancouver, BC and the points named hereunder or vice versa:

Seattle	Load	\$290
	Empty	\$250
	Super Chassis	\$380
	Bobtail	\$225
Tacoma	Load	\$325
	Empty	\$280
	Super Chassis	\$420
	Bobtail	\$255

Company Drivers Round Trip (Seattle / Tacoma) Rates:

Seattle \$230
Tacoma \$250

The above rates shall be increased by 2% on July 1, 2017 and by a further 2% on July 1, 2018.

For US Trips:

- 20' container over 45,000 lbs gross cargo weight, super chassis rate will apply
- 40' container over 85,000 lbs gross cargo weight, super chassis rate will apply

The super chassis rate will be paid whenever the drop axle is utilized to accomplish the transport of containers regardless of their weight (e.g. nose heavy).

APPENDIX “A” – SCOPE OF COLLECTIVE AGREEMENT

This Agreement is entered into and is binding on behalf of Unifor Local VCTA (formerly VCTA / CAW Local 2006) and the companies listed below:

Company Name

Harbour Link Container Services Inc.

APPENDIX “B” – SPECIFIC TERMS

Where there are mutually agreed specific terms for a given Company that need to be captured, they will be outlined in this Appendix. No specific terms will be permitted where they undermine overall rates and conditions.

B1.01 Grandfathering Seniority Position of Current Owner Operator’s Employees

Owner operators’ employees engaged by owner operators on the date of ratification of this Collective Agreement and as outlined on the attached seniority list shall maintain the original seniority of the owner operator’s truck to which the owner operators’ employee is assigned. For additional clarity, this grandfathering clause is intended to maintain the status quo for such owner operator’s employees’ seniority.

B1.02 Employees of Owner Operators

- (a) Owner operators who have been permitted to engage drivers to operate their vehicles as a replacement driver in accordance with Article 9 or B1.01 shall engage them as their direct employees and compensate them in accordance with this Collective Agreement and in compliance with the *BC Container Trucking Act* and Regulation.
- (b) Owner Operators who are permitted to employ drivers as outlined in B1.02 (a) shall be solely responsible for the remittance and settlement of all statutory deductions and associated obligations, including union dues and registration with WorkSafe BC, paying associated premiums, and maintaining good standing.
- (c) These owner operators shall be solely responsible for all other levies and expenses associated with the employment of their drivers.
- (d) Upon demand by the Company and/or the Union, these owner operators shall produce evidence that their drivers are direct employees and that such employment is in compliance with the provisions of this Collective Agreement and all statutory requirements. Such evidence may include but not be limited to payroll and other required documents (such as processed cheques) to confirm that appropriate payments, remittances, and deductions are properly processed and paid.

B1.03 Bumping Across Divisions

In the event of a layoff, an owner operator that would otherwise be laid off from the applicable seniority list shall have the option to displace a more junior owner operator (based on overall date of hire) on the other seniority list, provide the owner operator secures the necessary equipment and permits and is qualified to perform the services required.

Owner operators that choose to pursue this option must provide the Company with proper notice of intent within forty-eight (48) hours of being advised of layoff and secure such equipment and permits within fourteen (14) calendar days, unless otherwise mutually agreed between the Union and the Company.

B1.04 Benefit Payments While on Leave

The Company shall not be required to pay health and welfare benefit contributions for drivers who are on leave for more than thirty (30) calendar days. These drivers shall be required to pre-pay the pro-rated contribution to such benefits (Company portion and owner operator or employee portion, if one exists) for periods of leave beyond thirty (30) calendar days.

B1.05 Cooperation to Reduce Costs Associated with Leaves

Owner operators shall be entitled to reduce their vehicle insurance to reflect ICBC code “151” (or equivalent) when on a leave of absence greater than twenty (20) calendar days providing that the insurance can be reinstated when the owner operator returns to work.

B1.06 Security Holdback

- (a) A security holdback amount of \$2500.00 CDN will be deducted from the owner operator’s settlements in equal instalments per settlement payment over a twelve (12) month period, commencing upon the first settlement payment (“Security Holdback”). Upon termination for any reason, the Security Holdback shall be held for thirty (30) days to settle any late back charges or claims accrued by the owner operator (such as fuel bills, insurance payments, cell phone charges, etc.). Thereafter the net balance of the holdback shall be refunded to the Dependent Contractor, plus 3.5% interest.
- (b) If an owner operator voluntarily terminates his services without giving seven (7) calendar days written notice to the Company, the Company may retain the sum of five hundred dollars (\$500) from the owner operator’s security holdback.
- (c) Any proposed deductions other than outlined in B1.06 (b) must follow the process outlined in Article 19.03.

B1.07 Temporary Tag Movement

It is agreed that the requirements of Article 10.02 (a) regarding Company cooperation to temporarily transfer tags in the event of a layoff will take effect thirty (30) days after the date of layoff. This extension from fourteen (14) days to thirty (30) days will expire ninety (90) days after ratification and Article 10.02 (a) will then be applied as written.

B1.08 Pay Methods

Notwithstanding Article 19.02, it is agreed that members will be paid by cheques which shall be mailed directly to them or shall be made available for pick-up before noon on payday if preferred by the driver.

COLLECTIVE AGREEMENT DEFINITIONS:

Initial Reference - Container Trucking Regulation:

http://www.bclaws.ca/civix/document/id/complete/statreg/248_2014

The following definitions will form part of this Collective Agreement:

"container" means a metal box furnished or approved by an ocean carrier for the marine transportation of goods;

"wait time remuneration" means money owed by a licensee to an independent operator paid per trip for delays occurring when the independent operator is in a marine terminal.

"independent operator" or "owner operator" means a person, other than a licensee under the BC Container Trucking Act, who performs container trucking services and has an ownership interest or a leasehold interest in a vehicle that is designed to be self-propelled,

- (a) to which a trailer, within the meaning of the *Motor Vehicle Act*, that is designed, used or intended for the carriage of containers is or may be attached, and
- (b) by which a trailer described in paragraph (a) is or may be drawn;

"directly employed operator" means an individual who performs container trucking services and is an employee of a licensee under applicable provincial and/or federal legislation and regulations.

"indirectly employed operator" means an individual, other than a directly employed operator, who performs container trucking services and is an employee, within the meaning of the Employment Standards Act, of an independent operator;

"facility" means a location in the Lower Mainland where containers are stored, loaded, unloaded, trans-loaded, repaired, cleaned, maintained or prepared for shipping, but does not include a marine terminal;

"fuel surcharge" means money owed by a licensee to a trucker under Division 3 [Fuel Surcharges] of Part 4 [Rates and Remuneration] of the British Columbia *Container Trucking Act*.

"Lower Mainland" means the geographic area of British Columbia within the borders of the following municipalities, as they existed on December 1, 2014:

- (a) the City of Abbotsford;
- (b) the City of Burnaby;

- (c) the City of Chilliwack;
- (d) the City of Coquitlam;
- (e) the Corporation of Delta;
- (f) the City of Langley;
- (g) the Township of Langley;
- (h) the City of Maple Ridge;
- (i) the District of Mission;
- (j) the City of New Westminster;
- (k) the City of North Vancouver;
- (l) the District of North Vancouver;
- (m) the City of Pitt Meadows;
- (n) the City of Port Coquitlam;
- (o) the City of Port Moody;
- (p) the City of Richmond;
- (q) the City of Surrey;
- (r) the City of Vancouver;
- (s) the District of West Vancouver;
- (t) the City of White Rock;

"marine terminal" means one of the following:

- (a) Centerm;
- (b) Deltaport;

- (c) Fraser Surrey Docks;
- (d) Vanterm;
- (e) any other container terminal for which a trucking authorization or port access agreement is required by the Vancouver Fraser Port Authority;

"intermodal rail terminals" means one of the following:

- (a) CN intermodal at Port Kells
- (b) CP intermodal yard at Pitt Meadows.

"off-dock trip" means one movement of one or more containers by a trucker from one facility in the Lower Mainland to a different facility in the Lower Mainland, but does not include

- (a) an on-dock trip, or
- (b) a movement of a container from one location in a facility to a different location in the same facility;

"on-dock trip" means one movement of one or more containers by a trucker from

- (a) a marine terminal to a location in the Lower Mainland, or
- (b) a location in the Lower Mainland to a marine terminal;

"pay period" has the same meaning as in the British Columbia *Employment Standards Act*.

"trip", in relation to container trucking services, means an off-dock trip or an on-dock trip.

"distance" A reference to distance is to public road distance.

"Company" Where the term "Company" or "Employer" is used in this Collective Agreement, it shall be deemed to mean any single Company covered under this agreement and/or all of the companies covered under this agreement as applicable in the circumstances.

"owner operator" is an owner operator engaged by the Company and shall meet the definition of dependent contractor under the BC *Labour Relations Code* or *Canada Labour Code*, as applicable.

- “company driver”** when used refers to an employee driver engaged by the Company driving a Company owned or leased vehicle and shall meet the definition of employee within the British Columbia *Labour Relations Code* or the *Canada Labour Code*, as applicable-
- “driver”** where “driver” alone is used, it shall be intended to refer collectively and equally to owner operators and company drivers of the Company, unless otherwise specified.
- “member”** is a member of Unifor Local VCTA covered under this Collective Agreement and who may be either an owner operator, employee, or company driver and shall refer collectively and equally to owner operators, employees of the Company.

OTHER ITEMS

- Truck #'s H503, H504, and H505 shall continue to be dispatched in the same order on the highway driver list as that in effect in the most recent contract and associated letter of understanding regarding company truck integration. If the Company permanently decides to move these trucks to the local list, the dispatch order will be as per the attached list. These drivers shall not hold the same dispatch position on both lists at the same time. A dispatch order list shall be produced to reflect the correct dispatch position based on the highway list and to show where these drivers would be dispatched from if they are permanently moved to the local driver list.
- Truck # H098 and its driver shall have the seniority position adjusted to reflect a date of March 1, 2015 which is the date that the current driver returned to work after leaving the Company previously and this will place the truck and driver after Truck #H142 on the seniority and dispatch list. The Company shall provide written information to confirm the correct list.
- The owner operator for Truck H036 shall not be reinstated however he shall be permitted to employ a qualified driver and Truck H036 shall retain its place on the seniority list. The owner operator of Truck H036 shall be required to employ a qualified driver within thirty (30) days of ratification.
- Any truck that is to perform a second shift shall only do so at the bottom of the seniority list including but not limited to H011.
- Upon ratification of the agreement, the Union will write to the CIRB to ask that the current unfair labour practise complaint against the Company be withdrawn on a without prejudice and without precedent basis.