

COLLECTIVE AGREEMENT

Between:

Harbour Link Container Services Inc.

And:

Unifor Local VCTA



August 1, 2019 to July 31, 2022

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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 **fifteen (15)** 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 **within twenty-four (24) hours of the Union advising that it has a notice to distribute.**

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 **15th of each month as 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

All drivers must 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 **or on the door or hood, except not directly underneath the truck number.**

The Company shall insure that the labels are and remain posted on the door or hood of all trucks including Company trucks in a location mutually agreed with the union. 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. **The Union shall arrange for the printing and for the copies to be sent to the Union office and invoice the Company for the direct cost of the printing and delivery.**

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 **two (2)** Bargaining Committee members a leave of absence for the time spent in collective bargaining meetings including mediation. These members shall **be paid the minimum daily callout as per the Container Trucking Act** and suffer no loss of seniority or any other benefit as a result of their participation in collective bargaining. **This Article 1.18 does not apply to Union Bargaining Committee preparation, bargaining unit consultation or ratification meetings.**

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
115 Gordon Baker Rd.

Toronto, Ontario, **M2H 0A8**

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

- a) 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.

- b) 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.
- c) 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. **Members requesting a copy of Company rules or policies shall receive them in writing within forty-eight (48) hours of the request.**

All previous owner operator or Company employee agreements or contractor agreements signed prior to the date of this collective agreement are null and void as of the signing of this agreement.

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. Any material violations of any provision outlined in Article 4 shall result in the resulting discipline or sanction immediately deemed null and void.

- 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. Absent extraordinary circumstances, the scheduling of an investigative or disciplinary meeting will not be delayed by more than three (3) working days due to the selection or availability of a Shop Steward and/or Local Representation.
- d) The Local Union shall receive a copy of all disciplinary notices and related information at the time they are issued. The Union shall have the right to seek clarification of such notices and requests for additional information shall not be unreasonably denied.
- e) **The Company shall not remove any member from their normal duties without pay if it is considering discipline until it has completed the investigation with Union representation at a meeting and made a decision to discipline following that meeting. Such investigative meetings should normally be held at the end of a driver's shift or before the shift begins however this may not be possible in all circumstances. Administrative leave, with pay, shall only be used in cases of alleged misconduct which, if substantiated, could potentially result in liability associated with safety or Company property if the driver was permitted to continue their regular duties.**

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.

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.

- b) 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 they have been notified accordingly.

4.08 BAR ON RECORDING DEVICES

There shall be no use of audio and/or video recording devices by either party in any situation which may or does lead to discipline of a member or where the Company is meeting with the members and/or Union representatives. Any such recordings or files or information resulting from such recordings or files shall not be permitted to be entered into evidence at any arbitration hearing.

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, **gender expression, gender identity**, 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 they reports. At their 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. Amanda Rodgers
 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.

7.06 EXPEDITED ARBITRATION

- a) **At the request of either party, any grievance can be converted to an expedited arbitration and, if the above-named arbitrators are not available or prepared to start a hearing within twenty-eight (28) days of the referral to arbitration and take conduct of the file on an expedited basis, the next arbitrator shall be deemed to be chosen, and so on.**
- b) **If no arbitrator on the list is available to conduct an expedited arbitration starting no later than twenty-eight (28) days after the referral to arbitration, either Party may apply to have an arbitrator appointed either federally or provincially and the appointed arbitrator must be advised that the Company and Union have agreed that the matter should commence within twenty-eight (28) days and that it has been agreed that the hearing shall be conducted throughout all stages on an expedited basis.**

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. **There shall be no change in seniority for owner operators due to changes to their corporate structure for any driver with seniority as long as the driver continues to drive the vehicle.**
- 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 **with the choice of highest paying run or trip within the zone closest to their home base offered to each truck and its driver in seniority order and it shall be their choice which option they choose**, unless a work sharing agreement is in effect **and the driver has reached the specified number of minimum moves in a week** in accordance with **the currently in place workshare agreement, if any, authorized under Article 8.02.**

Drivers shall confirm their preference (i.e., first dispatch to highest paying run or trip within the zone closest to their home base) by completing a first dispatch preference form provided by the Company and the Driver's selection shall then remain applicable for thirty (30) days. Drivers may alter their selection every thirty (30) days by submitting a new first dispatch preference form. The Union shall be provided with a summary of all copy of all drivers' preference forms on a monthly basis and original forms upon request.

Where possible, drivers shall be offered the closest dispatch to their home base at the end of each day.

- 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.

For example, if the Union advises that a Work Sharing agreement is in place covering twenty (20) container moves per bargaining unit member per week, this means that the Company shall dispatch moves over any given work week to ensure that every person on the seniority list has been assigned twenty (20) moves until the Company reaches the bottom of the list. In this example, the Company shall only offer additional moves to bargaining unit members beyond twenty (20) after each person on the seniority list has been assigned twenty (20) moves, unless all activated trucks are unavailable to service additional work that must be dispatched to meet customer needs and it is therefore necessary to offer additional moves to those who already have twenty (20) moves and in all such cases all moves shall be rotated through in seniority order in order to ensure additional moves are offered evenly.

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

An owner operator or employee shall not be considered a member or on the seniority list until any grievances related to their hiring have either been resolved or arbitrated.

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 **Tuesday** morning of each calendar week **(or on Wednesday morning if Monday is a holiday)**. 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

After seniority has been respected in pre-dispatch, 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.

Pre-dispatch will only be allowed for the first two (2) moves of the day, except when there is a scale move involved and the pre-dispatch will be allowed for the first three (3) moves in such circumstances.

After seniority has been respected in pre-dispatch, all dispatching for the rest of the day shall be done on a first come, first served basis where those drivers who are first at a location where another can is required to be moved and who can do so in a reasonable time from their arrival shall be dispatched to move that container first whenever possible.

The decision to assign a specific piece of work to start a Driver's day is made based on seniority **and driver preference (in accordance with Article 8.01(g) first, and in order to ensure that senior drivers consistently achieve higher revenue than more junior drivers to them and, only after seniority and driver preference has been recognized and respected in accordance with Article 8.01(g), then** 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 effect.
- i) If the piece of work is a continuation of work from the previous day.

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. **In addition, no driver shall be penalized with less moves or lesser revenue moves on any given day due to their voluntary decision to cease work after ten (10) hours.**

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 is 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 **support all efforts to ensure the Office of the Container Trucking Commissioner retains that spot and associated sponsorship to that driver.**
- 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) 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.
- d) 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.
- e) 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.
- f) 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 **and on the condition that their truck remains parked and does not work during this period.** 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) **A job shall not be posted unless and until the Company demonstrates that it has met the criteria set out in Article 3.01 (c).** 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 the 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.
- g) **If a job posting has not been filled by the Company within sixty (60) days of posting, the posting shall expire and the Company must create a new job posting as outlined in Article 11.**

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. **Weekend work shall be on a voluntary basis.**

12.02 WORKING ON A SIXTH OR SEVENTH SHIFT

Owner operators shall be paid a minimum of **four hundred and fifty dollars (\$450)** 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 grant 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 **five (5)** ~~three (3)~~ regularly scheduled workdays 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, stepchildren, legal guardian and grandchildren. An employee shall be granted this leave off on the same basis, **but the first three (3) days will be** without loss of benefits or pay.
- b) This leave will be extended ~~to~~ **by five (5)** regularly scheduled workdays 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 workdays 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) hours' 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.

- f) The Company may require that an owner operator or employee provide verification / satisfactory documentation to support a request for leave in accordance with this Article.

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 **ten (10)** ~~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 **ten (10)** ~~five (5)~~ days in total each year for this
- 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, stepparents, and stepchildren, 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 **and will respond in writing within three (3) working days of the request.**

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.

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 **any decals and/or decal numbers and/or** requires an owner operator to paint his/her vehicle, the Company shall bear the full cost of **decal changes**, 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 they are 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 SETTLEMENT PROCEDURE

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

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 **settlement statement**.
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 dangerous goods trips together with the pickup 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 reasonably necessary to allow drivers to easily and readily understand all payments.
 - i) **Positioning movement rate 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 and fifty dollars (\$350)** 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 (\$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.

The Company shall also pay the owner operator a payment of thirty-five dollars (\$35) for each instance where an owner operator is required to add fuel to a gen set.

18.17 OWNER OPERATOR NIGHT SHIFT TIMES

Night shifts are those where dispatches are assigned starting with the latest dispatch – i.e. pre-dispatch in reverse order, in accordance with Article 8.01(g). Any trucks working night shift shall be clearly identified on dispatch records. All trucks working night shift must be dispatched in seniority order on the same basis as day shift dispatching.

No trucks working the night shift shall be dispatched to perform a trip that could be performed by available trucks working on a day shift.

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 **receive a statement with full details and** 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 **seventy-two (72) hours** after the Employer terminates the employment or within **seventy-two (72) hours** after the employee terminates the employment.
- f) Except as otherwise provided in this Agreement (see Article B1.06), an owner operator or employee shall not be required to give any notice of resignation and no funds shall be owing to the Company in this instance.

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 by noon on payday if preferred by the driver, **subject to B1.08**. 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 a member files a discrepancy in their payroll statement, they shall receive a written response within no more than one (1) week.

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 **statement**, 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, **overtime hours and amount paid for overtime**, 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 **and pay the driver a daily minimum callout**. 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, 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.

The Parties shall immediately copy one another on any documentation related to an increase or decrease in the number of sponsored trucks that they send to the Office of the Container Trucking Commissioner and/or any documentation that they receive from the Office of the Container Trucking Commissioner related to rates and application of rates and/or the number of current or potential sponsored trucks to allow the other Party to understand and make submissions if that Party decides this is required.

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. **For clarity, this means that any given cell within an on or off-dock rate chart attached to the collective agreement can not be reduced, regardless of what the Container Trucking Commissioner does with that cell, however pursuant to Article 20.02, if the Commissioner issues higher rates for that cell, it shall immediately become payable.**

20.04 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 or empties 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)	1 st 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%	Free	100%
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%	100%

*In the event that the Commissioner or the *Container Trucking Act* calls for

higher payments for any of the legs set out in this chart, those higher payments shall apply.

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 **for an appointment** at a customer's location, owner operators shall be paid **sixty dollars (\$60)** per hour (in addition to the pay for the trip they were dispatched for) to be paid in fifteen (15) minute increments.

When an owner operator is bobtailed to a customer for a live load or unload, the one hour unpaid waiting period shall be reduced to thirty (30) minutes and waiting time of sixty dollars (\$60) per hour shall become payable thirty (30) minutes from the time of arrival.

Waiting time at a 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 calls involving a load or with empty containers are paid at the full rate.**

(i) A Dead Call occurs when an Owner Operator is dispatched bobtail or with an empty chassis to a point of pick-up which is subsequently changed to an alternate point of pick-up after arrival.

(ii) When a Dead Call occurs, a Dead Call fee of \$50 will be paid unless a recovery dispatch is provided within 15 minutes and within 5 km of the point of pick-up of the Dead Call.

(iii) A Dead Call will NOT be paid if the Dead Call is the result of the closure of a terminal due to emergency/weather reasons.

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

- h) **Positioning Movement Rates**

Every local driver paid by the trip who performs an on or off-dock trip must be paid \$25 in addition to each required trip payment. The Employer must identify and separately account for the positioning movement rate (PMR) on all eligible driver pay statements.

- i) **Within Facilities:** Fifty dollars (\$50) for each movement within Coast 2000.

When an owner operator performs more than one movement within a customer's facility (other than Coast 2000), the driver shall be paid \$25 for each move, provided that the owner operator contacts Dispatch for

approval before performing any moves at a customer's request. The owner operator must note the additional movements on the bill of lading. The bill of lading must be submitted to the Dispatcher within twenty-four (24) hours of the movements.

- 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.
- Highway movements utilizing flat decks which require the use of straps or chains shall be compensated by payment of seventy-five (\$75) in addition to the trip rate and these moves shall be voluntary.**
- k) **Over-sized Loads:** Local movements involving oversized loads (i.e., open tops and flat racks) shall be compensated at one hundred and fifty percent (150%) of the trip rate and these moves shall be voluntary.
- Highway movements involving oversized loads (i.e., open tops and flat racks) shall be compensated by payment of one hundred dollars (\$100) in addition to the trip rate, and these moves shall be voluntary.**
- l) There shall be no reduction in the payments outlined above for partial unloading of containers.

21.02 PAYMENT OF TOLLS, ROAD AND FUEL TAXES, AND TRANSPONDER FEES

The Company will pay the full costs of all road, bridge and ferry tolls incurred by owner operators 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:

$$\frac{(A - \$0.49)}{\$0.026} \times B \times 1\%$$

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 **Kent Group** for the **month 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.

21.04 PMV WAITING TIME PAYMENTS

Marine terminal waiting time payments received by the Company shall be promptly delivered **no later than thirty (30) days after the Company receives it** 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 **advise the Union when it receives waiting time payments (with documentation received from PMV if requested)** and 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 UNIFOR BENEFIT PLAN

Health and Welfare benefits will be provided through the Unifor Benefit Trust and all owner operators and employees shall be enrolled upon ratification or date of hire.

The Employer will pay the monthly Health and Welfare Plan contributions to the Unifor Benefit Trust for all employees and owner operators pursuant to the following schedule:

On ratification: \$285 per month per employee and per owner operator

Employees and owner operators become and remain eligible for benefits on the 1st day of the month following their successful completion of their probationary period.

All funds owing shall be remitted to the Unifor Benefit Trust on the 1st of every calendar month and the Union shall be immediately provided with a full copy of the remittance documentation. Any late payment shall incur a penalty of \$1000 per week.

The Union and/or Unifor Benefit Trust shall, annually and/or upon request, provide the Employer with statements/records to establish the premiums/rates paid for the Health and Welfare benefits. Under no circumstances shall the premiums/rates paid by the Employer be increased during the term of the Collective Agreement. If the premiums/rates necessary to provide the Health/Welfare benefits are decreased during the term of the Collective Agreement, the Union and/or Unifor Benefit Trust shall advise the Employer and the Employer's monthly contributions shall be decreased accordingly.

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.

22.02 REMITTANCE OF BENEFIT PREMIUMS

The Company agrees to remit its contributions as set out in Article 22.01 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.

ARTICLE 23 – MISCELLANEOUS

23.01 LOG BOOKS

It shall be the responsibility of the employee or owner operator to maintain a set of logbooks of driving hours for the purposes of inspection by Transport Canada Inspectors when requested to do so. **The Company shall pay for all costs associated with installing and maintaining e-logs.**

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 AND SPONSORSHIPS

The Company shall not change any truck tags **or sponsorships** 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 2340 hours of container trucking service *
Effective June 1, 2019	\$26.30	\$27.50

* **\$27.50** 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.

Flat Deck Premium \$15.00 extra per day for any day involving flat-deck work that requires the use of straps or chains.

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 shift shall be defined as any shift that starts at or after 6:00 a.m. and concludes at or before **4:00** p.m. subject to 25.01 (a) above. **A night shift shall be defined as any shift that starts at or after 3:00 p.m. and concludes at or before 6:00 a.m. subject to 25.01 (a) above.**

25.03 NOTICE OF SHIFT CHANGE

Employees shall receive forty-eight (48) hours' notice of **their shifts and, where possible, any shift changes.**

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 1/2x) 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 1/2x) 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 grant 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:

Statutory Holidays Paid

1. New Year's Day	7. BC Day
2. Family Day	8. Labour Day
3. Good Friday	9. Thanksgiving Day
4. Easter Monday	10. Remembrance Day
5. Victoria Day	11. Christmas Day
6. Canada 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 **\$125.00** per year for Safety Boots, **with receipts.**

ARTICLE 30 - DURATION OF AGREEMENT

30.01 DURATION OF THE AGREEMENT

This Agreement shall be in full force and effect from and including **August 1, 2019** to and including **July 31, 2022** 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 _____, **2021** in New Westminster, BC.

FOR THE COMPANY	FOR THE UNION
_____ David Payne, President Harbour Link Container Service Inc.	_____ Paul Nagra, President Unifor Local VCTA
_____ John Bourbonniere, Executive Vice President Harbour Link Containers Service Inc.	_____ Mario Santos National Representative, Unifor
_____ Ryan Anderson Counsel For the Employer	_____ Jaspreet Dhillon Unifor Bargaining Committee
	_____ Randeep Sahota Unifor Bargaining Committee
	_____ Gavin McGarrigle Unifor Western Regional Director

LETTER OF UNDERSTANDING #1

RE: 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 **and will be clearly identified in a separate document provided within one (1) week of ratification.**

Any owner of a truck who has not complied with disclosure requests must have the truck parked immediately until full disclosure compliance is achieved.

If disclosure is provided and the drivers on those trucks were not paid correctly, the Company shall strike the trucks and their owners from the seniority list, deduct any funds owing from the holdback to pay the drivers any missing funds.

The Company will convert these drivers to Company drivers at the bottom of the Company driver seniority list (and ranked at the bottom of the list among each other based on their full seniority from their start date at Harbour Link). In these circumstances, the Union will cooperate with the Company if the Company chooses to make an application to the Commissioner to have the tag/sponsorship associated with the owner operator struck from the seniority list converted to a tag/sponsorship associated with a Company Truck.

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 _____, **2021** in New Westminster, BC.

FOR THE COMPANY

FOR THE UNION

David Payne, President
Harbour Link Container Service Inc.

Paul Nagra, President
Unifor Local VCTA

LETTER OF UNDERSTANDING #2

RE: 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 _____, 2021 in counterparts.

FOR THE COMPANY	FOR THE UNION
------------------------	----------------------

David Payne, President
Harbour Link Container Service Inc.

Paul Nagra, President
Unifor Local VCTA

LETTER OF UNDERSTANDING #3

RE: DISPATCHING OF COMPANY TRUCKS TO SPECIFIED SHORT-TRIP LEGS

1. The Parties expressly agree that **no more than six (6)** Company Drivers **per day** may be dispatched, out of seniority order on the Local seniority list (but in order of Company Driver seniority) and in excess of any maximum move count established under a Work Share Agreement, to/from the following points:
 - a) Harbour Link facilities;
 - b) Aheer Container Terminals;
 - c) Delco;
 - d) Damco;
 - e) Fortis BC;
 - f) Cascadia Metals;
 - g) Rail transfer stations (e.g. TMS), excluding CN and CP;
 - h) South Fraser Distribution Centres (e.g., SCI and Northgate);
 - i) South Fraser Container Terminals;
 - j) JJM Delta Marine
 - k) Vancouver Landfill
 - l) Cratex Containers
 - m) Fountain Tire
 - n) PMC Logistics;
 - o) Delta Pacific Seafoods;
 - p) Farrow Logistics; and
 - q) Ferry/Barge terminals at BC Ferries (Tsawwassen, Seaspam Delta and Surrey, Delta Tug and Barge).
2. No Company Driver will be dispatched on the day shift to perform more than 25 moves per week (total, including moves to/from points other than those specified above), without the express prior agreement of the Union, unless all Owner Operators have met the minimum Work Share Requirement.
3. The Company may dispatch another Company Driver on a second shift, upon the same terms as set out in paragraph 1 above, provided that all Owner Operators have been offered the minimum Work Share Requirement.
4. The Parties agree to discuss the possibility of adding additional points to the list set out in paragraph 1 above when new contracts or business opportunities arise that can be most efficiently and effectively serviced by Company drivers.

Signed this _____ day of _____, 2021, in counterparts.

FOR THE COMPANY

FOR THE UNION

David Payne, President
Harbour Link Container Service Inc.

Paul Nagra, President
Unifor Local VCTA

SCHEDULE 1

RE: ON DOCK AND RAIL RATES

- Update on-dock rates to match Commissioner's new rates (and any further changes), where applicable, and all other rates to remain status quo.
- Maintain Agassiz / Harrison and Squamish rates – status quo, including no PMR, paid on a round trip basis but increase by \$25 per trip effective on ratification.
- Hope and Whistler moves, add to existing round-trip rates as follows:
 - Hope: Agassiz / Harrison rate + \$75
 - Whistler: Squamish rate + \$100

Note: Rates with an asterisk (*) (Under the Agassiz / Harrison, **Squamish, Whistler and Hope** lines) are round trip rates.

SCHEDULE 1 – ON DOCK AND RAIL RATES JULY 29, 2021

From / To	Vanterm Centerm	Deltaport	FSD	CP Rail	CN Rail
Abbotsford /East	\$240.20	\$240.20	\$210.90	\$184.80	\$151.20
Abbotsford/West	\$205.10	\$205.10	\$187.60	\$184.80	\$151.20
Burnaby/North	\$123.10	\$164.10	\$128.90	\$134.40	\$134.40
Burnaby/South	\$128.90	\$158.20	\$123.10	\$134.40	\$145.60
Chilliwack	\$263.50	\$263.50	\$228.50	\$207.20	\$196.00
Cloverdale	\$158.20	\$158.20	\$140.70	\$145.60	\$120.00
Annacis	\$140.70	\$140.70	\$117.20	\$145.60	\$145.60
Delta	\$158.20	\$117.20	\$117.20	\$151.20	\$145.60
Tri City North	\$146.50	\$175.80	\$140.70	\$123.20	\$134.40
Maple Ridge	\$187.60	\$193.40	\$158.20	\$117.60	\$151.20
Langley West	\$181.70	\$181.70	\$140.70	\$162.40	\$123.20
Langley East	\$193.40	\$193.40	\$158.20	\$173.60	\$134.40
Mission	\$216.90	\$222.70	\$193.40	\$162.40	\$162.40
New Westminster	\$134.80	\$158.20	\$123.10	\$134.40	\$145.60
North Vancouver	\$123.10	\$169.90	\$158.20	\$162.40	\$162.40
Pacific Highway	\$193.40	\$158.20	\$140.70	\$162.40	\$123.20
Pitt Meadows	\$158.20	\$178.20	\$140.70	\$112.00	\$145.60
Port Kells	\$158.20	\$169.90	\$128.90	\$145.60	\$112.00
Tri City South	\$140.70	\$169.90	\$134.80	\$123.20	\$134.40
Richmond North	\$123.10	\$140.70	\$123.10	\$151.20	\$151.20
Richmond South	\$128.90	\$128.90	\$123.10	\$156.80	\$151.20
Surrey North	\$140.70	\$140.70	\$117.20	\$134.40	\$123.20
Surrey Central	\$158.20	\$140.70	\$140.70	\$168.00	\$134.40
Vancouver North	\$117.20	\$164.10	\$146.50	\$151.20	\$151.20

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Vancouver South	\$117.20	\$158.20	\$140.70	\$151.20	\$151.20
West Vancouver	\$128.90	\$175.80	\$164.10	\$168.00	\$168.00
Agassiz / Harrison *	\$525.00	\$525.00	\$495.00	\$495.00	\$465.00
Squamish *	\$525.00	\$575.00	\$575.00	\$575.00	\$575.00
Hope *	\$575.00	\$575.00	\$545.00	\$545.00	\$515.00
Whistler *	\$600.00	\$650.00	\$650.00	\$650.00	\$650.00

SCHEDULE 2

RE: OFF DOCK RATES

Update off-dock rates to match Commissioner’s new rates (and any further changes) EXCEPT where the off-dock rates in the chart already in effect under this collective agreement are higher than the Commissioner’s rates.

The off-dock rates as attached as Schedule 2 – Off Dock Rates shall be payable effective upon ratification.

SCHEDULE 2—OFF DOCK TRIP RATES JULY 29, 2021																										
Origin Area From - To	Abby East	Abby West	Burn North	Burn South	Chilliwack	Cloverdale	Annacis	Delta	Tri City North	Maple Ridge	Lang West	Lang East	Mission	New West	North Van	Pacific Hwy	Pitt Meadows	Port Kells	Tri City South	Rich North	Rich South	Surrey North	Surrey South	Van North	Van South	West Van
Abbotsford East	105	115	171	171	115	146	166	166	171	141	136	125	115	166	182	146	166	146	166	176	171	156	151	182	176	187
Abbotsford West	115	105	156	156	125	131	151	160	156	135	125	115	120	151	166	136	156	136	151	161	156	141	136	166	161	171
Burnaby North	171	156	105	115	187	125	125	136	120	141	136	146	166	120	120	141	125	125	120	120	125	120	125	115	115	125
Burnaby South	171	156	115	105	187	125	120	125	120	141	136	141	166	115	120	141	130	130	125	120	125	120	125	115	115	125
Chilliwack	115	125	187	187	105	156	182	182	187	151	146	136	125	182	197	156	176	161	182	192	187	171	166	197	192	202
Cloverdale	146	131	125	125	156	105	130	125	131	136	115	120	141	130	136	115	131	120	125	131	131	115	115	136	131	141
Annacis	166	151	125	120	182	130	105	115	131	151	131	136	166	115	125	130	140	130	130	115	120	120	125	125	120	131
Delta	166	160	136	125	182	125	115	105	136	151	131	136	171	120	131	125	136	130	131	120	115	115	115	131	125	136
Tri Cities North	171	156	120	120	187	131	131	136	105	125	136	141	141	125	131	136	120	131	115	131	136	120	131	131	131	136
Maple Ridge	141	135	141	141	151	136	151	151	125	105	131	136	115	131	146	141	115	136	125	156	156	136	136	146	151	151
Langley West	136	125	136	136	146	115	131	131	136	131	105	115	136	131	146	120	141	115	131	141	136	120	120	141	141	151
Langley East	125	120	146	141	136	120	136	136	141	136	115	105	131	136	151	125	146	120	136	146	141	125	125	146	146	156
Mission	115	120	166	166	125	141	166	171	141	115	136	131	105	161	176	146	131	141	141	182	176	146	146	182	182	182
New Westminster	166	151	120	115	182	120	115	120	125	131	131	136	161	105	125	133	125	120	120	115	120	115	120	120	120	131
North Vancouver	182	166	120	120	197	136	125	131	131	146	146	151	176	125	105	146	136	136	131	120	125	131	136	115	120	115
Pacific Highway	146	136	141	141	156	115	130	125	136	141	120	125	146	130	146	105	136	125	131	131	125	120	115	141	136	146
Pitt Meadows	166	156	125	130	176	131	140	136	120	115	141	146	131	125	136	136	105	131	120	136	141	125	131	131	136	141
Port Kells	146	136	125	130	161	120	130	130	131	136	115	120	141	120	136	125	131	105	125	131	131	115	120	136	131	141
Tri Cities South	166	151	120	125	182	125	130	131	115	125	131	136	141	120	131	131	120	125	105	130	131	120	125	125	125	136
Richmond North	176	161	120	120	192	131	115	120	131	156	141	146	182	115	120	131	136	131	135	105	115	120	125	115	115	125
Richmond South	171	156	125	125	187	131	120	115	136	156	136	141	176	120	125	125	141	131	135	115	105	120	120	120	120	131
Surrey North	156	141	120	120	171	115	120	115	120	136	120	125	146	115	131	120	125	115	120	120	120	105	115	131	125	131
Surrey South	151	136	125	125	166	115	125	115	131	136	120	125	146	125	136	115	131	120	125	125	120	115	105	136	131	141
Vancouver North	182	166	115	115	197	136	125	131	131	146	141	146	182	120	115	141	131	136	125	115	120	131	136	105	105	120
Vancouver South	176	161	115	115	192	131	120	125	131	151	141	146	182	120	120	136	136	131	125	115	120	125	131	105	105	125
West Vancouver	187	171	125	125	202	141	131	136	136	151	151	156	182	131	115	146	141	141	136	125	131	131	141	120	125	105

SCHEDULE 3

RE: HIGHWAY AND LONG HAUL RATES

The Company shall pay the trip rates of compensation to Owner Operators **and Company Drivers**, on a round trip basis, as set out in the tables below (unless otherwise indicated) between the Lower Mainland BC and the points named hereunder, on the understanding that Owner Operators **and Company Drivers** will pick up/deliver from/to any point in the Lower Mainland, with the exception of the Marine Terminals (Deltaport, FSD, Centerm ,Vanterm).

However, if a TLS-licensed highway driver picks up or drops off a container from one of the marine terminals (Deltaport, FSD, Centerm, Vanterm) they shall be paid the local trip rate (from the marine terminal (Deltaport, FSD, Centerm, Vanterm) to Harbour Link, and with PMR) in addition to the highway trip rate.

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 as follows:

Highway Owner Operator Mileage Rate : **\$1.83** per mile

Company Driver Mileage Rate: **\$0.59** per mile

* The **Canadian** trip rates outlined below for owner operators and Company drivers shall be increased by **3% on ratification**.

Notwithstanding the forgoing, there shall be no increases to the trip rates for dispatches to/from Princeton, Calgary and Edmonton.

<u>Location</u>	<u>Mileage</u> <u>* (via #1/#3/#5 hwy)</u>	<u>Owner Operator *</u>	<u>Company Driver *</u>
Armstrong	600	\$1,180	\$351
Enderby	573	\$1,158	\$335
Kamloops	450	\$953	\$261
Kelowna	500	\$982	\$289
Oliver	510	\$982	\$295
Osoyoos	500	\$982	\$289
Penticton	500	\$959	\$289
Naramata	520	\$959	\$301
Prince George	980	\$1,736	\$568
Princeton	350	\$773	\$249

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<u>Location</u>	<u>Mileage</u> <u>* (via #1/#3/#5 hwy)</u>	<u>Owner Operator *</u>	<u>Company Driver *</u>
Summerland	510	\$982	\$295
Salmon Arm	566	\$1,061	\$329
Vernon	560	\$1,124	\$323
Westbank (W. Kelowna)	480	\$959	\$278
Winfield (E. Kelowna)	520	\$1,016	\$301
Merrit	340	\$715	\$244
Calgary	1220	\$2,287	\$681
Edmonton	1460	\$2,542	\$783
* Mileage is listed on these trip rates for reference purposes only; the rate listed to these points shall be the rate paid, whether actual miles are over or under those listed.			

U.S. Rates

<u>Location</u>	<u>Mileage *</u>	<u>O/O Standard</u>	<u>O/O Super</u>	<u>Company Driver</u>
Arlington, WA	200	\$460	\$578	\$181
Auburn, WA **	330	\$663	\$782	\$238
Bellingham, WA	100	\$425	\$476	\$142
Burlington, WA	160	\$450	\$567	\$170
Blaine, WA	60	\$380	\$425	\$113
Brewster, WA	580	\$1026	\$1151	\$335
Everett, WA	225	\$473	\$595	\$198
Ferndale, WA	90	\$380	\$454	\$136
Kent, WA **	320	\$652	\$765	\$227
Mt. Vernon, WA	160	\$450	\$578	\$170
Prosser, WA	690	\$1236	\$1366	\$397
Quincy, WA	580	\$1026	\$1151	\$335
Spokane, WA	825	\$1470	\$1633	\$476
Sumas, WA	100	\$425	\$465	\$142

<u>Location</u>	<u>Mileage *</u>	<u>O/O Standard</u>	<u>O/O Super</u>	<u>Company Driver</u>
Wenatchee, WA	550	\$1032	\$1159	\$338
Yakima, WA	550	\$1032	\$1159	\$338
Eugene, OR	860	\$1514	\$1707	\$499
Hood River, OR	740	\$1327	\$1469	\$431
Odell, OR	750	\$1327	\$1491	\$437
Tualatin, OR	660	\$1175	\$1304	\$380
Portland, OR	640	\$1123	\$1298	\$369
Renton, WA	305	\$579	\$680	\$220
Moses Lake, WA	625	\$1130	\$1245	\$356
<p>* Mileage is listed on these trip rates for reference purposes only; the rate listed to these points shall be the rate paid, whether actual miles are over or under those listed.</p> <p>** empty containers from Kent or Auburn to Seattle or Tacoma piers will be paid \$100.00</p>				

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:

However, if a TLS-licensed highway driver picks up or drops off a container from one of the marine terminals (Deltaport, FSD, Centerm, Vanterm) they shall be paid the local trip rate (from the marine terminal (Deltaport, FSD, Centerm, Vanterm) to Harbour Link, and with PMR) in addition to the highway trip rate.

When returning to the lower mainland, the TLS-licensed drivers may be required to drop the container at a marine terminal provided they can do so within their legal driving hours for the same day they left from the lower mainland.

Seattle	One Way Load	\$311
	Empty	\$268
	Super Chassis	\$407
	Bobtail	\$241

Tacoma	One Way Load	\$348
	Empty	\$300
	Super Chassis	\$450
	Bobtail	\$273

Company Drivers Round Trip (Seattle / Tacoma) Rates:

Seattle	\$246
Tacoma	\$268

Super Chassis Rates

For US Trips:

Super Chassis (US) \$1.98 per mile

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

Any reefer load with a gen set will change the super chassis rate to apply from 43,000 lbs gross cargo weight.

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).

Additional Customer Stop Off: \$90

Delays: Any road closures which require a driver to stay overnight shall incur an additional fee of \$125 per night.

APPENDIX “A”

RE: SCOPE OF COLLECTIVE AGREEMENT

This Agreement is entered into and is binding on behalf of Unifor Local VCTA and the companies listed below:

Company Name

Harbour Link Container Services Inc.

APPENDIX “B”

RE: 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 **unless the drivers vote to move to direct deposit.**

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.
- Any truck that is to perform a second shift shall only do so at the bottom of the seniority list.

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.

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