

SOURCE	Union		
EFF.	97	08	19
TERM.	98	08	18
No. OF EMPLOYEES	10		
NOMBRE D'EMPLOYÉS	CB.		

COLLECTIVE AGREEMENT

BETWEEN

AUTO HAULWAY INC.

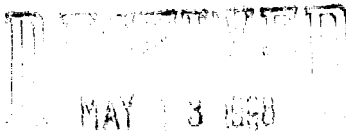
(OFFICE EMPLOYEES)

AND

TEAMSTERS LOCAL UNION No. 213

August 19, 1997 - August 18, 1998

DON MCGILL  
Secretary-Treasurer



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AUTO HAULWAY INC.  
OFFICE**

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**AUTO HAULWAY INC. OFFICE AGREEMENT  
COVERING EMPLOYEES AT AND FROM  
1005 DERWENT WAY, ANNACIS ISLAND, NEW WESTMINSTER, B.C.**

THIS AGREEMENT entered into this *14<sup>TH</sup>* day of *APRIL*, A.D. 1998.

**BETWEEN :**           **AUTO HAULWAY INC.,**  
a body corporate duly incorporated under the laws of Ontario and having its place of business at 4320 Harvester Road, Burlington, Province of Ontario;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

**AND:**               **TEAMSTERS LOCAL UNION No. 213,**  
affiliated with the International Brotherhood of Teamsters, of the City of Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

**1. JURISDICTION AND RECOGNITION**

- (a) The Employer recognizes and agrees that the Union is the sole bargaining agent for all Dispatch and Office Clerk employees of Auto Haulway Inc., employed in the geographical area of the Mainland of B.C. that is bounded on the North by Powell River, on the South by the U.S. Border, and on the East by the Township of Hope, and Vancouver Island. This jurisdiction applies only to the operation of automobile transportation business undertakings.
- (b) Work presently performed by employees covered by this Agreement shall not be contracted out.

**2. DURATION OF AGREEMENT**

- (a) This Agreement shall be for the period from and including August 19th, 1997 to and including August 18th, 1998. Either party to this Agreement may, within four (4) months immediately preceding August 18th, 1998 give to the other Party written notice to commence collective bargaining.

- (b) After expiry of the term of this collective agreement and subject to the limitations necessarily resulting from the exercise of the right of the Parties under Part 5 of the **Labour Relations Code**, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the Parties' mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

**3. UNION SECURITY**

- (a) The Union recognizes the right of the Employer to hire whomever he chooses, subject to the Seniority provisions contained herein. The Employer shall, however, give the Union the opportunity to refer suitable applicants for employment.
- (b) The Employer agrees that all employees, shall be members of the Union as a condition of employment and all new employees must become members of the Union within ten (10) working days of commencing employment or be replaced. The Employer's payroll office shall notify the Union, in writing, within five (5) days of hiring a new employee, of his/her name and classification.

**4. DEDUCTION OF DUES, ETC.**

- (a) The Union shall submit a checkoff in duplicate at the start of each month. The Employer shall deduct the amounts shown thereon, as well as the deductions dealt with in Section (b) herein, and shall remit along with one (1) copy of the checkoff, to the Secretary-Treasurer of the Union, not later than the tenth (10th) day of the following month.
- (b) The Employer shall also on each monthly checkoff list show the names of all employees who commenced and discontinued employment in each month, and the Employer shall deduct and remit to the Union an amount equal to the monthly dues of the said Union.

If the Union checkoff has been remitted for that month, the specified amount shall be added to the next month's checkoff and shown as the previous month's dues deducted from such new employee.

- (c) All employees referred to above will be required to sign an authorization of checkoff of Union dues, initiation fees, fines and assessments, which may be levied by the Union in accordance with the Constitution and By-Laws.

- (d) In the case of a Union member being off through vacation, sickness or compensation on the dues deduction pay date, his/her dues shall be taken off the second pay following return to work.

#### **5. UNION ACTIVITIES OF EMPLOYEES**

- (a) No employee shall be discharged or discriminated against for upholding the terms of this Agreement, no employee who serves on a committee shall lose his/her position, nor be discriminated against for that reason.
- (b) The Employer shall allow time off work, without pay, to any employee who is serving on a Union committee or as a delegate, provided all requests for time off are reasonable or do not interfere with the proper operation of the business. It is agreed that no more than one (1) employee at any given time shall be absent on Union business, except as provided for in Article 7 (e).
- (c) It is also agreed that employees shall not take part in Union activities during working hours, excepting Shop Stewards who shall have the right to discuss grievances with the applicable Supervisor.

#### **6. LEAVE OF ABSENCE**

- (a) When an employee suffers an injury, whether on the job or not or suffers any illness preventing him/her from reporting to work, he/she will automatically be granted leave of absence without loss of seniority until such time as his/her Doctor states he/she can return to work. This period will not exceed two (2) years unless required by Provincial or Federal law or when there is mutual consent of the parties.
- (b) The Employer shall continue to make payments to the Welfare Plan as set out in the Welfare Plan. In the event a medical leave of absence extends beyond fifty-two (52) weeks, the employee may continue participation in the Welfare Plan provided the employee gives the Employer authorization to deduct the full cost of the Plan. If sufficient funds are not available from payroll deductions, the employee will prepay the amount if the Welfare Plan benefits are to continue for a maximum absence of two (2) years. If, by mutual consent, leave of absence is continued beyond two (2) years, the Welfare Plan benefits may also be extended provided the employee prepays payment as described above.

- (c) After one (1) year's continuous employment, an employee may request, in writing, a thirty (30) days or less leave of absence in conjunction with an annual vacation. Such leave will be granted upon mutual consent by the Company and the Union. This period may also be extended by mutual consent of the parties. Leaves of absence of this type will be subordinate to the allocation of annual vacations, and recognizing the number of employees that may be absent at any one time, as described in Article 16 (a). Leaves of absence of this type will be granted to employees not more frequently than every three (3) years. The leave of absence may be taken in conjunction with either part of a split vacation.
- (d) Any other type of approved leave of absence shall be confirmed in writing by the Employer. Copies of leaves of absence given by the Employer to any employee will be both sent to the Union and posted in the appropriate employee area (office lunchroom). Under such leaves, the employee shall retain and accrue seniority.
- (e) In any instance where any employee accepts other employment, when off work either through illness or accident or written leave of absence, his/her employment may be terminated.

## **7. SHOP STEWARDS**

- (a) The Employer will recognize Shop Stewards selected in accordance with the Union rules and regulations to deal with grievances or to fulfil any other function assigned to him/her by the Union, and the applicable Supervisor shall meet with same at his request.
- (b) The Union agrees to notify the Employer as to the identity of any Shop Stewards.
- (c) The Employer further agrees that the selection and/or removal from office of Shop Stewards is the function of the Union.
- (d) The Shop Steward shall have no authority to alter, amend or violate, or otherwise change any part of this Agreement. The Shop Stewards shall report to the Union Officers and Management any violation of this Agreement.
- (e) During negotiations, the Union may have a bargaining committee in attendance, and their wages will be paid on a straight time basis to a maximum of eight (8) hours in any one (1) day, equally by the Employer and the Union. The Union bargaining committee will be limited to a maximum of one (1) employee, in addition to the Union

Business Agent(s); however, this number may be increased by mutual agreement between the parties.

**8. UNIFORMS - COVERALLS - GLOVES - SAFETY SHOES**

- (a) The Employer agrees to supply rain gear **and** rubber boots to office staff who have to work outside of the office.
- (b) Employees will not be required to use their personal vehicles for Company business.

**9. UNION NOTICES**

The Employer agrees to provide space that is readily accessible for the Official Union notices of direct interest to the employees, and that there will be no interference by the Employer with said notice board.

The following items must be posted on said notice board:

- (1) A copy of this Agreement;
- (2) A valid seniority list to be revised in accordance with Article 18;
- (3) Copies of the Employer's Welfare Plan, with details as to when employees are eligible for coverage, and whom to see to obtain coverage.

The Employer will provide the Union with copies of policies describing Welfare Plan coverage.

**10. CONFLICTING AGREEMENT**

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

**11. PROTECTION OF RIGHTS**

- (a) The Employer shall not require any Union member hereunder to cross a legal picket line or to accept any products or goods from any person, or employees of any person with whom a Union has a legal picket or placard line around or against, or to deliver any product or goods to any person, or employees of any person with whom a Union has a legal picket or placard line around or against.

- (b) All Union dues are to be paid to the party entitled thereto not later than fifteen (15) days after such deductions are made, and upon default of compliance with this Section, the Union may require the Employer to post with the Union a Performance Bond, in any amount, not exceeding five thousand dollars (\$5,000.00). Such bond to be obtained through an established Bonding Company.

## **12. TRANSFER OF TITLE OR INTEREST**

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) It is understood by this Section that the parties hereto shall not use any leasing device or sub-contracting out to a third party to evade this contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by the Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

The Union, however, shall give consideration to any proposal put forward by the Employer in regards to any leasing and shall deal with any case on its merits. However, it reserves the right to not necessarily agree to any proposal submitted by the Employer.

## **13. DISCHARGE OF EMPLOYEES**

- (a) The Employer shall not be liable to give employees any notice prior to discharge for cause, nor shall employees be liable to give the Employer any notice before quitting.
- (b) If an employee is discharged or suspended or improperly laid off and the Union alleges said employee has been wrongfully discharged, suspended or improperly laid off, the matter shall be taken up through the Grievance Procedure.
- (c) Employees will be given a copy of all disciplinary or derogatory remarks that will be placed in their personnel files. All written reprimands will be deleted after one (1) year from the date of issuance, provided there is no repetition of similar occurrences within that year.



**14. GRIEVANCE PROCEDURE AND ARBITRATIONS**

- (a) The parties agree that any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fourteen (14) days following the date of the event giving rise to such grievance shall be forfeited and waived by the aggrieved party. Whenever there arises a dispute concerning the interpretation, application, operation, or violation of this Agreement, the grievance shall be adjusted and settled as follows, without a slowdown or stoppage of work.
- (1) Any grievance or recorded disciplinary action of an employee shall first be taken up between such employee and his/her Supervisor. The employee will be entitled to be accompanied by a Steward or Union representative. Where no supervisor exists in any given work classification, the matter will be taken up with the terminal manager or shop superintendent.
  - (2) Failing settlement under step (1), the griever and/or shop steward and a Union representative shall discuss the matter with the terminal manager or shop superintendent. If a solution to the dispute is reached, it shall be final and binding.
  - (3) Failing settlement under step (2), the grieving party shall reduce the grievance to writing, and it will be referred to and taken up between the Union representative and an industrial relations officer appointed by the general manager.
- (b) Either party may commence arbitration procedures after seven (7) days from the first discussion between the Union representative and management, if the procedure set forth in (1), (2) and (3) above does not resolve the dispute.
- (1) The party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of the name and address of the person so appointed and particulars of the matter in dispute.
  - (2) The party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other party of its appointment.

- (3) The two (2) nominees so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable Minister of Labour to appoint such third member.
- (4) By mutual agreement, the parties may select a sole arbitrator.
- (c) The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its decision within ten (10) days from the date of the appointment of the Chairman, provided the time may be extended by agreement of the parties.
- (d) The Arbitration Board shall have the power to determine whether a particular issue is arbitrable under this Agreement; however, it shall not be vested with the power to change, modify or alter any of the terms of this Agreement.
- (e) If the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been unjustly suspended or discharged, or improperly laid off, that employee shall be reinstated by the Employer without loss of pay and with all his/her rights, benefits and privileges he/she would have enjoyed if the suspension or discharge, or lay-off had not taken place. However, if it is shown to the Board that the employee has been in receipt of wages from other jobs during the period between discharge or suspension or lay-off and reinstatement, the amount so received shall be deducted from wages payable by the Employer pursuant to this clause less any expenses which the employee has incurred in order to earn the wages so deducted. Also, the Arbitration Board, if circumstances are established before it, which in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have the authority to order the Employer to pay less than the full amount of wages lost.
- (f) If the award of the Arbitration Board is subsequently set aside by a Court of competent jurisdiction, the question shall, at the request of either party, be submitted to another Arbitration Board appointed pursuant to and with all powers provided by this clause.
- (g) Each party shall pay its own costs and expenses of Arbitration, the remuneration and disbursements of its appointee to the Board, and one-half (1/2) of the compensation and expenses of the Chairman and of the stenographic and other expenses of the Arbitration Board.

- (h) Nothing in this clause shall be construed in any way to limit the general powers of the Arbitration Board.
- (i) Any discharged or suspended employee may, within twenty-four (24) hours of his/her discharge or suspension, in writing, require the Employer to give him the reasons for his/her discharge or suspension, and the Employer will give such reasons to him/her, in writing, within twenty-four (24) hours of such request. The twenty-four (24) hours shall exclude weekends and holidays.

Only the reasons set out in writing may be argued before a Board of Arbitration.

#### **15. PAY DAY AND PAY STATEMENTS, ETC.**

- (a) All employees covered by this Agreement shall be paid not less frequently than every second Friday, all wages earned to a day not more than seven (7) days prior to the day of payment.
- (b) The Employer shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee. Such statement shall set forth the total hours worked, the total overtime hours worked.
- (c) When there is an error of short payment or any other type of error, this shall be corrected and any monies owing be paid within twenty-four (24) hours providing the amount exceeds one hundred and fifty dollars (\$150.00).
- (d) Employees pay statements will contain all pertinent information concerning deductions and accumulated pay, including banked overtime information. Employees may make arrangements to review their time cards for the previous three (3) month period. Savings bond deductions will be made bi-weekly. Pension contribution information will be reported to employees on an annual basis.

#### **16. ANNUAL VACATIONS**

- (a) No later than March 1st of each year, the Employer shall post a vacation list on the bulletin board, and each employee, in order of seniority in his/her group, shall apply for his/her vacation on such list at a time same is desired, and such requests must be completed by April 15th of each year. Employees failing to declare their vacation prior to April 15th shall not displace the

vacation schedule of a junior employee who has made his/her choice by the April 15th deadline.

Such vacations shall be taken in one (1) unbroken period unless requested by the employee who shall have the sole right to decide whether their vacations shall be in one (1) period or split. If employees so choose their vacations must be given between May 15th and September 1st of each year, subject to the Employer's right to maintain a work force.

- (b) An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement.
- (c) Upon completion of one (1) year's service, employees shall receive two (2) consecutive weeks' vacation with pay of four percent (4%) of gross earnings. Vacation pay of four percent (4%) shall be paid to all employees with less than one (1) year's service.
- (d) Any employee completing five (5) years of service shall receive three (3) weeks' vacation with pay of six percent (6%) of gross earnings.
- (e) Any employee completing ten (10) years of service shall receive four (4) weeks' vacation with pay of eight percent (8%) of gross earnings.
- (f) Any employee completing fifteen (15) years of service shall receive five (5) weeks' vacation with pay of ten percent (10%) of gross earnings.
- (g) Any employee completing twenty (20) years of service shall receive six (6) weeks' vacation with pay of twelve percent (12%) of gross earnings.
- (h) Any employee completing twenty-five (25) years of service shall receive seven (7) weeks of vacation with pay of fourteen percent (14%) of gross earnings.
- (i) Excluding leaves of absence, employees who were off work and whose absences were covered by Weekly Indemnity, Workers' Compensation or layoff shall receive vacations as provided herein with pay computed on the applicable percentage rate under the assumption that the employee had continued to earn his normal hourly rate of pay during the period of absence, provided that in all events, the employee has actually worked a minimum of twelve hundred and fifty (1250) hours from January 1st to December 31st each year. For purposes of this clause, annual vacation and General Holidays shall count as hours worked.

When an employee is absent due to work related injury, all time off work shall be considered as hours actually worked for the first year of absence, for the purposes of the twelve hundred and fifty (1250) hours.

- (j) In the event than an employee leaves the employ of the Employer before he/she is entitled to two (2) weeks' vacation, he/she shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- (k) In the event of an employee leaving the employ of the Employer after he/she had his/her vacation he/she earned for the previous year, he/she shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%), or fourteen percent (14%), as the case may be, of his pay for the year in which he/she ends his/her employment for which no vacation has been paid.
- (l) Prior to an employee going on vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving vacation pay, how the vacation pay was calculated, i.e. on a percentage basis and shall include all overtime payments, commissions or anything of a monetary **value** on which the employee has to pay income tax, and also a cheque for the appropriate vacation pay to which the employee is entitled.
- (m) Regular part time employees shall be entitled to vacations based on the Federal **Labour Code**.
- (n) Separate cheques will be issued for annual vacation pay provided the employee gives one (1) week's advance notice and a minimum of five (5) consecutive working days are taken off as vacation days, Employees shall be entitled to make draws from their accrued vacation pay on not more than two (2) occasions every calendar year. Draws of this type will be allowed in addition to vacation pay that is issued at the time a vacation is to be taken provided one (1) week's advance notification is given.
- (o) All unused vacation entitlement monies will be paid out at the end of each calendar year.

## 17. GENERAL HOLIDAYS

- (a) All employees who have completed the probationary period, and who have worked eighty (80) hours in the eight (8) week period prior to the Holiday, will be entitled to Holiday pay.

The General Holidays will be:

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

Two (2) Floating Holidays will be provided to employees who have completed one (1) full year's employment.

\*The Floating Holidays will be taken by mutual agreement between the employee and the Employer with at least one (1) week's notice by the employee of when he wishes to take it, or by the Employer if he wants it postponed. Arrangements for the holidays must be made between February 15th and December 15th of each year; if any of the Floaters are not taken, the employee will be paid eight (8) hours' pay or as otherwise stipulated in this Agreement, at the appropriate rates for each floater not taken. Employees who work other than an eight (8) hour shift will receive pay for a General Holiday according to the number of hours they would have normally worked on that General Holiday. When employment is terminated for any reason, it is agreed that the final pay will include unused Floater Holidays on a pro-rated basis. If during the life of this Agreement, the Federal or Provincial Governments proclaim or officially declare any day other than those listed above as a holiday, then employees will receive such day off.

Floater will be subject to the provisions of Article 16 (a), paragraph two, limiting the number of employees that may be absent at any one time.

- (b) **An** employee will not be paid for the General Holiday if he/she fails to work his/her last scheduled shift before the General Holiday and/or his/her first scheduled shift after the General Holiday, except when in case of injury or illness he/she can provide a doctor's certificate upon request of the Company. The Company shall reimburse the cost if applicable.
- (c) Employees who have obtained Management approval to be absent the day before and/or the day after the General Holiday will be paid for the Holiday.
- (d) (i) An employee absent from work due to layoff will receive General Holiday pay provided he qualifies under Article 17 (a) above.

- (ii) An employee absent from work due to illness, not in excess of three (3) months, will receive General Holiday pay. Employees will not receive General Holiday pay in addition to Workers' Compensation benefits.
- (iii) An employee on leave of absence other than for reasons set out in (i) and (ii) above will not receive General Holiday pay.

General Holiday pay will be paid on the basis of eight (8) hours pay for each such General Holiday, based on the rate he/she was receiving the last day he/she worked prior to the General Holiday.

- (e) Hourly rated employees who are required to work a shift which commences at any time during a General Holiday, or a shift which carries over into a General Holiday, shall in addition to their regular hourly rate receive time and one-half (1 1/2) for the first eight (8) hours worked during that shift (i.e. - double and one-half times), and double (2X) his regular rate (i.e. - double time and one-half) for all hours worked in excess of eight (8) hours.
- (f) The day of the General Holiday shall be that as declared by the Provincial or Federal Government, and paid for **as** outlined herein.
- (g) An employee shall be paid for each General Holiday, even if it falls on his/her weekly days off (Saturday or Sunday), or on his/her annual vacation, or on Jury Duty, bereavement leave, or quarantine. The employee shall be given a day off with pay, or an extra day's pay as he/she chooses, except when the Company designated a common day off for the various work shifts. Should a General Holiday occur when an employee is on annual vacation, the employee will make arrangements prior to his/her vacation to take an additional day off with pay, immediately preceding or following his/her vacation.

## **18. SENIORITY**

- (a) There shall be two (2) seniority lists for office employees; one (1) will be for full time employees and one will be for part time employees. Seniority lists will be provided to the Union every six (6) months, and will also be posted on the bulletin boards.
- (b) Seniority will be credited from the original date of hiring and seniority shall be lost if an employee:
  - (1) Voluntarily leaves the employ of the Employer;

- (2) Is discharged for proper cause;
- (3) Is absent without leave without just cause, or
- (4) After layoff, fails to report for work for five (5) working days after being recalled.

(c) Whenever it is necessary to reduce the number of employees for any reason whatsoever, the employees shall be considered as laid off and will be rehired in order of seniority. In the event of a layoff qualifications and seniority will be the determining factor. When the layoff exceeds ninety (90) days the employee has the right to be trained to perform the duties of the most junior employee. This will be done on a thirty (30) day trial basis, after which time the employee's progress will be subject to review for suitability for this job. Disputes regarding suitability will be subject to the Grievance Procedure.

(d) Regular full time employees laid off pursuant to this section shall retain the right to be rehired for two (2) years from the date of the layoff provided that the employee shall leave the Employer an address at which the employee can be served notice of re-hire. The onus shall rest with the employee to maintain a correct address. Any employee failing within five (5) days to respond to a notice of recall shall be deemed to have forfeited both the right to recall and seniority. Employees hired on a casual basis will not be subject to recall pursuant to this Section.

**(e) Job Posting Procedure for this Collective Agreement**

In the event that any employee leaves a job or a new job is created or new equipment installed, the Employer shall post a notice on the bulletin board for three (3) days, notifying that a vacancy exists in a particular job, giving the details of the job, rate of pay and number of jobs to be filled. Employees desiring such jobs shall then apply in writing within the posting period, except that employees on vacation or layoff may apply upon their return, and will be considered, providing the vacancy has not been filled. In order to avoid missing an opportunity for applying for any given job in the event of a temporary absence, an employee may submit an application in advance, and it will be considered along with other applications received from a job posting. The senior employee applying shall receive such job provided that he/she has the ability and qualifications required for the job. The Union will be notified if the senior employee is not selected, and the reasons for the rejection will be given in writing. All bargaining unit



job openings will be posted. Employees accepted for jobs under this Article will be subject to the probationary period and if found unsatisfactory by the Employer or the employee wishes, he/she shall be returned to his/her former classification without loss of seniority.

When transferring to another seniority list, the employee will carry his/her seniority for the purpose of vacations and benefit entitlement only. Once transferred they will start at the bottom of the seniority list. Employees transferred will be prohibited to transfer back after thirty (30) days.

- (f) (1) When an employee within the bargaining unit covered by this Agreement receives leave of absence to take a position within the Company which is beyond the sphere of the bargaining unit, he/she may retain his/her seniority for a maximum of one hundred and eighty (180) days within the former unit. Notice shall be given to the Union in writing prior to the employee leaving the bargaining unit. This includes going to work at another branch not covered by this Agreement.
- (2) At the end of this period of one hundred and eighty (180) days, the employee must exercise his/her seniority rights by returning to his/her former unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he/she must remain within the unit for a minimum period of one hundred and twenty (120) days prior to exercising the privilege again.

## 19. GENERAL

- (a) Notwithstanding the other provisions of this Agreement, wherever the Employer substantially alters or otherwise affects a change in the working conditions of any employee, which it is claimed is not provided for therein, such alteration or change shall become a matter for negotiation, or failing settlement, arbitration under the terms provided elsewhere in this Agreement. This clause will in no way limit the Employer's right to adjust the size of the work force in any classification.

(b) General

(1) **Jury Duty**

All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings arising out of his/her employment, or being subpoenaed as a witness at a trial shall be paid for at the rate of pay applicable to said employee. Any employee on Jury Duty shall, subject to this provision, make him/herself available for work before or after being required for such duty, wherever practicable. All Jury Duty pay or witness fees received by the employee from the Courts shall be reimbursed to the Company.

(2) **Bereavement**

When death occurs to a member of a regular full-time employee's immediate family, the employee will, upon request, be granted an appropriate leave of absence, and will be compensated at his/her regular straight time hourly rate for time lost from his/her regular work schedule, to a maximum of three (3) days from the time of death through the day following the date on which the funeral is held.

When an employee arranges in advance to take vacation or leave of absence for the purpose of visiting an ailing or dying immediate family member and that family member dies during the employee's absence from work, the employee will be entitled to three (3) days bereavement pay.

Members of the employee's immediate family are defined as the employee's spouse, mother, father, grandparents, sons, daughters, brothers, sisters, and mother and father-in-law.

One (1) day off with pay will be granted for the purpose of attending the funeral of the employee's sisters and brothers-in-law. It is understood that, to qualify for this provision, the funeral must fall on one of the employee's regular work days, and the employee must attend the funeral.

**(3) Injury Pay**

When an employee meets with an injury or illness at work, he/she shall be paid a full day's wages for the day of the injury or illness, provided it is necessary that he/she be absent from work for the balance of the day or longer, on the instructions of a qualified first-aid attendant or physician, and provided he/she does not receive payment from the Compensation Board for the balance of that day.

**20. DAYS AND HOURS OF WORK AND OVERTIME**

- (a) Each employee shall work and be guaranteed eight **(8)** hours each day with a half **(1/2)** hour unpaid lunch and a consecutive guaranteed five (5) days, forty **(40)** hour work week. The work week shall be Monday to Friday.
- (b) All overtime shall be calculated and paid in each bi-weekly pay period, except banked overtime as described in Article 38 of this Agreement. Any employee who feels he has a grievance on overtime shall have the right to question the payroll department or supervisor. If this does not resolve the dispute, the matter may be referred to the Grievance Procedure.
- (c) All hours worked over eight **(8)** hours in any one shift shall be paid for at time and one-half **(1 1/2)** the regular rates of pay. This applies only to hourly paid employees. All overtime shall be calculated to the closest fifteen (15) minute increment. Hourly paid employees who work Saturday or Sunday will be paid at the time and one-half **(1 1/2)** rate.

All employees shall have the right to refuse to work overtime subject to other employees volunteering to perform overtime. Where no employees volunteer to perform overtime, the Employer may require the most junior employees to work the overtime in reverse seniority.

- (d) All employees shall be entitled to a paid break of fifteen (15) minutes twice (2) a day during their shift.

When overtime is to be worked, employees will be entitled to a paid fifteen (15) minute coffee break before commencing overtime. After two (2) hours overtime, employees will be entitled to an additional paid coffee break plus a five dollar (\$5.00) meal allowance.

- (e) In order that there shall be no dispute involving the matters of the number of hours an employee has worked or overtime, the Employer shall install a system of time cards for the accurate recording of each employee's time and pay will be made accordingly.
- (f) Shift notices will be posted no later than the Thursday for the following week. Any employee who commences work at his/her designated starting time shall always be guaranteed pay for the amount of hours normally worked for that day, i.e. eight (8). All shifts will be based upon qualifications and seniority basis.
- (g) When any employee is called to work on his/her days off, he/she shall receive a minimum of four (4) hours' pay at overtime rates.  
  
Employees who have not worked forty (40) hours during the current work week will be paid time and one-half (1 1/2X) for hours worked on a sixth or seventh day.
- (h) If there is a requirement for an additional shift, the Employer and the Union will sit down and discuss shift premiums. If it cannot be resolved, then the matter shall be taken to the Grievance Procedure.

## 21. COMPENSATION COVERAGE

- (a) When an employee is injured at work and goes on Compensation, he/she shall, when the Compensation Board signifies that the employee may go to work, be returned to the payroll at his/her previous job and rate of pay for a period of one (1) week to see if he/she is able to do the job he/she held at the time of the injury.
- (b) If, after that time, it is proven to the Employer, the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do. If this is impractical, then the employee shall be entitled to one (1) week's notice. This Section is subject to the Grievance Procedure.
- (c) **W.C.B. Back to Work Program**

The duration of the employees modified work replacement must be established at time employee enters the program.

All modified work placement will be strictly on a temporary basis to a maximum of three (3) months or can be extended by mutual agreement between the Company and the Union.

**22. SAFETY AND HEALTH**

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits will be supplied. There must be a minimum of two (2) office employees with a First-Aid Ticket.
- (b) The employees shall have the right to report unsafe working conditions and equipment and where disputes arise, the matter shall be referred to the Workers' Compensation Board.
- (c) If the Workers' Compensation Board makes it mandatory for employees to wear any safety equipment or apparel, the Employer shall pay the full cost for such safety equipment or apparel.
- (d) Any employee suffering any injury or employment induced illness while in the employ of the Employer must report same to the First-Aid Attendant immediately, or as soon thereafter as practicable, and a complete record of all such cases must be kept by the First-Aid Attendant.
- (e) Any employee who considers that any practice being carried out within the premises is unsafe or detrimental to the safety of any person working therein shall have the right to speak to his/her superior about the matter. If the situation is not corrected in a reasonable period of time, the matter may be considered cause for a grievance to be handled through the Grievance Procedure.
- (f) In the event of an employee becoming ill during his/her shift, the employee shall report directly to the supervisor stating his/her illness, and if the employee wishes to go home or to a doctor due to such illness, permission to do so will be granted by the supervisor and shall be so entered into a record book. When required, the necessary information will be sent immediately to Workers' Compensation or the local office of the Insurance Carrier of the Health and Welfare Program. No person shall refuse the right to any employee to go home or to a doctor due to any illness or injury.

**23. KEEP PROPER RECORDS**

Each employee shall, subject to the control of the Employer, keep proper records and make due and correct entries therein, of all transactions and dealings of and in reference to the business of the Employer insofar as the same comes under his/her jurisdiction and shall serve the Employer diligently

and according to the best of his ability in all respects, and account for all monies collected on behalf on the Employer.

**24. PERFORMANCE OF DUTY**

Each employee, while on duty, shall devote the whole of his/her time, attention and energies to the performance of his/her duties, and shall not during the term of his/her employment at any time, alone, in partnership, or in association, be connected with or concerned in any other business competitive with the Employer's business unless written authorization is first obtained from the Employes.

**25. SEPARATION OF EMPLOYMENT**

Discharged employees will receive their final pay on the day of termination. When an employee voluntarily quits, he/she will receive his/her final pay within six (6) days of the day of termination.

**26. INSPECTION PRIVILEGES**

Authorized Agents of the Union shall have access to the Employer's establishment during working hours for the purposes of adjusting disputes, investigating working conditions and ascertaining that the agreement is being adhered to. The Union agrees that there will be no disruption of work or the Employer's business by exercising the rights of this Clause. The processing of legitimate grievances will not be considered a disruption of work.

**27. SANITARY FACILITIES AND FIRST-AID**

The Employer agrees to maintain a clean, sanitary washroom, having running water and with toilet facilities to include soap and towels. Further, that he shall provide first-aid facilities and first-aid attendants in accordance with the Workers' Compensation Act. The safety meetings will be held in accordance with the Workers' Compensation Act.

Any employee holding a first-aid certificate recognized under the Workers' Compensation Board regulations, who is designated by the Company to carry out the duties of a first-aid attendant Level II, shall receive in addition to his regular rate of pay, a premium of thirty cents (30¢) per hour. The Employer will reimburse any designated first-aid attendant for the cost of maintaining or upgrading the first-aid certificate.

**28. SAVINGS CLAUSE**

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in the Grievance Procedure.

**29. BONDING**

**If**, at any time, the Employer requires any employees hereunder to be bonded, it is agreed that the Employer shall then request the employee to fill in an application to a recognized bonding firm selected by the Employer. It is further agreed that the costs of such bonding shall be paid by the Employer.

The Employer however agrees that the bonding form must be cleared through the Union and receive its approval before asking employees to sign approval and that disputes hereunder shall be subject to the Grievance Procedure.

**30. WAGE RATES**

(a)

CLASSIFICATIONS	RATES PER HOUR EFFECTIVE AUG. 1/97
Dispatcher	<b>\$18.26</b>
Clerical	<b>\$16.84</b>

Note: For current employees and new employees see Appendix "A" attached.

- (b) If an employee is temporarily removed from his/her regular work he/she shall receive for his/her entire shift, the rate of the highest classification worked by him/her and no employee shall have his/her rate reduced below his/her regular rate.
- (c) Before a non-bargaining unit worker employee can perform bargaining unit work, overtime must first be offered to bargaining unit employees. Part-time bargaining unit personnel who perform bargaining unit work at a terminal to an aggregate of one hundred and ninety-two (192) hours within any forty-five (45) calendar day period will result in an employee being added to the seniority list under this Agreement.

### **31. MEDICAL EXAMINATIONS**

- (a) Any medical examination requested by the Employer shall be promptly complied with by all employees, provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select their own medical examiner or physician and the Union may, if in their opinion they think an injustice has been done an employee, have said employee re-examined at the Union's expense.

When a medical examination is required by the Employer, the following conditions shall apply:

- (1) If a medical is required to be taken during working hours, such time will be paid for at regular rates of pay. Where they are required outside of normal working hours or on a Saturday, the employee shall receive at least ten (10) days advance notice and two (2) hours' pay at straight time rates.
  - (2) In all cases, employees shall be supplied a copy of the medical report.
- (b) If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his/her regularly assigned duties, the following procedure shall be followed:
    - (1) The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with the said findings, the employee, at his/her own expense,



shall have the right to be examined by his/her personal physician.

- (2) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
- (3) The findings of the consultant shall be final and binding on all parties.
- (4) The remuneration of the consultant shall be borne equally by the Employer and the Union.
- (5) Should the consultant deem the employee to be capable of carrying on his/her assigned duties, then the employee shall not suffer any loss of earnings caused by his/her having been removed from or temporarily suspended from his/her regularly assigned duties.

## **32. WELFARE PLAN**

- (a) (1) The Employer shall provide every employee covered by this Agreement, who wishes to be covered and who has completed sixty (60) calendar days of employment with the Employer, with the Welfare Plan.
  - (2) Notwithstanding the provision of sub-section (1) of this Section (a), any member of the Union who is hired by the Employer after the effective date of the Health and Welfare Plan shall join the Plan the day he/she is so hired, provided that within the previous thirty (30) day period he/she was a participant in a comparable Health and Welfare Plan of any other Company having a contract with any Teamsters Local in the Province of British Columbia.
- (b) Non-occupational Weekly Indemnity coverage maintained at a level \$25.00 greater than the E.I. maximum benefit commencing on the first (1st) day of necessary absence from work due to accident and on the fourth (4th) day of necessary absence from work during any period of disability continuing for a maximum of fifty-two (52) weeks during any period of disability. Periods of disability from the same cause shall be considered as separate periods of disability provided they are separated by a return to active employment with the Company for at least one (1) full week. Weekly Indemnity payments under this sub-section will not exceed seventy-five percent (75%) of any employee's normal

earnings. If the plan requires a form to be completed by the employee's doctor, the Company shall reimburse the cost to the employee.

After expiration of the fifty-two (52) weeks, if the employee remains under disability he/she shall be paid the sum of \$1,100.00 per month by way of a long term disability benefit during the period of his/her disability to age 65.

- (c) The Company will provide Group Medical Insurance.
- (d) The Company will provide an Extended Health Plan, which includes vision care, orthopedic shoes, audiologists, osteopaths, and speech therapists.
- (e) Group Insurance with a Life Insurance Company licensed to operate in British Columbia will be provided for members who join, with the following minimum coverage:
  - (1) Life Insurance coverage in the sum of \$30,000.00 covering death from any cause.
  - (2) Survivor's Benefit (\$200.00 per month for a maximum of ten (10) years).
  - (3) Accidental death and dismemberment coverage for loss within ninety (90) days of the accident of life, limb or sight, according to the following schedule:
 

Loss of Life	\$30,000.00
Loss of both hands or both feet or sight of both eyes	\$30,000.00
Loss of one hand and one foot	\$30,000.00
Loss of one hand and sight of one eye	\$30,000.00
Loss of one foot and sight of one eye	\$30,000.00
Loss on one hand or one foot or sight of one eye	\$15,000.00
- (f) The Employer shall provide a Dental Plan covering the employee, his/her spouse and dependent children, to age twenty-one (21). The coverage to be as follows:
  - Plan A - 100% Coverage
  - Plan B - 50% Coverage
  - Plan C - 50% Coverage (Orthodontic) Lifetime maximum per patient \$2,000.00.
- (g) The cost of the entire Welfare Plan shall be borne by the Employer except for employees on leave of absence as described in Article 6, sub-section (b).

It is agreed that the Health and Welfare benefit coverage will not be reduced during the term of this Agreement with the possible exception of B.C. Medical coverage over which the Company has no control.

- (h) (1) Welfare Plan coverage will continue through the last day of the month in which employment is terminated.
- (2) The Company will continue to maintain the Medical Services Plan of B.C., extended health care and group term life benefit for two (2) months following the month in which the employee is laid off.
- (i) Effective August 19th, 1997, all regular employees who have one (1) continuous year's service or more shall thereafter accumulate paid sick leave at the rate of one-quarter (1/4) day per employed month. The accumulation of said sick leave shall be based on the following provisions:
  - (i) The employee shall begin accumulation of sick leave at the start of the first calendar month immediately following the date he/she completes one (1) year of continuous employment.
  - (ii) The employee must be paid for not less than one hundred and twenty-eight (128) hours in the preceding calendar month to be credited for one-quarter (1/4) day in that month including vacation and General Holidays.
  - (iii) Employees absent from work due to leave of absence for any reason or sickness and compensation will not accumulate sick leave during this absence.

For any of the first three (3) successive days of sickness, paid sick leave shall be applied as follows:

- (i) One (1) day's pay for the first day of sickness provided that day is a regular work day.
- (ii) One (1) full day's pay for each of the second (2nd) and third (3rd) days of sickness provided those days are regular work days. If additional sick days are accumulated, they may be used in lieu of applying for weekly indemnity as set out in Article **33 (b)**.
- (iii) A day's pay for employees will be eight (8) hours pay at the regular hourly rate for his/her classification.
- (iv) It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the Company may provide.

- (v) With the first (1st) pay day in each December, the Company will pay out all unused sick leave on a separate cheque. When employment is terminated for any reason, it is agreed that the final pay will include the balance of accrued sick leave pay.

**33. PENSION PLAN**

Employees to remain on Company Pension Plan. The Company reserves the right to make unilateral changes without consultation or agreement from the Union.

**34. ARTICLE HEADINGS**

The Article Headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

**35. PROBATIONARY PERIOD**

All newly hired employees shall be considered as probationary employees for the first seventy-five (75) calendar days. There shall be no responsibility on the part of the Company respecting employment of probationary employees should they be laid off for lack of work or discharged during the probationary period.

**36. RETIREMENT AGE**

Retirement will take place not later than the first day of the month coinciding with or next following an employee's sixty-fifth (65th) birthday.

**37. BANKING OF OVERTIME**

1. All regular hourly paid employees may make arrangements with the Company to bank accumulated overtime to a maximum of one hundred and twenty (120) hours. The employee may then request his/her overtime in time off. Upon request by the employee, such time off will be granted at the Company's discretion. The minimum unit of banked overtime to be utilized will be eight (8) regular hours.
2. Any employee who wishes to bank overtime will make a request in writing once each year, and this decision will be binding until the first pay period of December, or a request in writing to terminate banking of overtime is received. Once banking is terminated, it cannot be reinitiated in the same year.

3. Overtime which is banked shall be credited in terms of hours, and when taken as time off, shall be paid out on the regular bi-weekly pay cheque at the same hourly rate as banked. When an employee leaves the Company, all banked hours shall be paid out in total.
4. The Company will keep a record of all banked overtime. Employees wishing to confirm the amount of accumulated overtime they have banked may do so through their supervisor.
5. Example of banked hours:  
1 hour at time and one-half - 1 1/2 hours banked
6. Providing the employee gives the Company one (1) week's notice, banked overtime may be drawn and will be paid on a separate cheque. Banked overtime may be drawn on not more than two (2) occasions during the year. The Company will pay out all unused banked hours in the first (1st) pay period of each December, and these hours will be paid out at the same hourly rate as banked.
7. Banked overtime will be counted towards sick leave entitlement only when the time earned is actually taken off.

**38. C.O.L.A.**

The amount of the cost of living allowance shall be determined as set out herein on the basis of the Consumer Price Index for Canada as established and released by Statistics Canada (hereafter called the "Index") and on the basis of the Index for 1971 being one hundred (100). Continuance of the Cost of Living allowance shall be contingent on the availability of the index calculated on the same basis and in the same form as that published at the commencement of this Agreement. No adjustments, retroactive or otherwise, shall be made in any published Index. In the event Statistics Canada shall not issue the appropriate Index on or before the beginning of one of the pay periods referred to herein, any adjustment in the allowance required by such Index shall be effective at the beginning of the first pay period after receipt of such Index.

- (a) The Cost of Living Allowance adjustment shall be determined effective February 1st, 1997, based on the difference between the base Index figure for December 1995 and the Index figure for December 1996 providing the increase is in excess of six percent (6%) per annum. The same provisions shall apply for the second and third year of the Agreement.

(b) The adjustment for the cost of living allowance shall be for every point three (0.3) increase in the Index in excess of six per centum (6%) of the base Index as follows:

(i) for employees paid on an hourly basis one cent (\$0.01) per hour;

The amount of any cost of living allowance in effect at any time shall not be incorporated in the basic hourly or mileage rates, but shall be paid for all hours actually worked for which the hourly rate is paid and for all miles actually recorded for which mileage payment is made pursuant to the terms of this Agreement.

**39. SEVERANCE PAY**

(a) Employees with one (1) year or more of service whose employment is terminated as a result of technological change or of closure of the whole or any part of the operation or loss of business shall receive termination pay of three (3) days' pay for each year of service with the Company, at the rate of pay the employee was receiving on the date of termination, to a maximum of thirteen (13) weeks.


(b) For the purposes of paragraph (a) above, the term permanent closure of the whole operation of the Employer shall mean the complete cessation of active employment of all employees in the bargaining unit for a period of six (6) consecutive months.

(c) Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of twenty-four (24) months. If the employee elects to take the money as a buy out, he/she will lose all rights as covered by this Agreement.

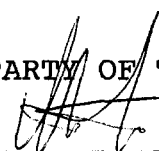
IN WITNESS WHEREOF the party of the First Part has hereunto affixed its signature(s) by its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

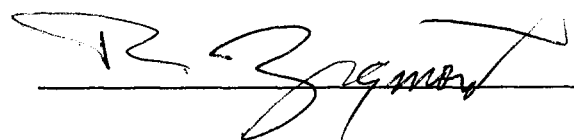
DATED AT Vancouver, British Columbia, this *14<sup>th</sup>* day of *APRIL*, 1998.

PARTY OF THE FIRST PART

  
\_\_\_\_\_

PARTY OF THE SECOND PART

  
\_\_\_\_\_

  
\_\_\_\_\_

APPENDIX "A"  
WAGE CHART

NAME	PRESENT RATE	AUG. 19/97
DISPATCHERS		
John Yaremus	\$15.35	\$18.20
Randy Pollard	\$18.26	\$18.26
CLERICAL		
Charlotte Belcher	\$16.67	\$16.67
Carol Sullivan	\$16.84	\$16.84
Wendy O'Connor	\$16.63	\$16.63
Melanie Dyson	\$15.35	\$16.63
Marlene Drinovz	\$14.69	\$16.63
Lynn Laboucane		\$16.63

LETTER OF UNDERSTANDING

BETWEEN: AUTO HAULWAY INC.  
(hereinafter referred to as the "EMPLOYER")

AND: TEAMSTERS LOCAL UNION No. 213  
(hereinafter referred to as the "UNION")

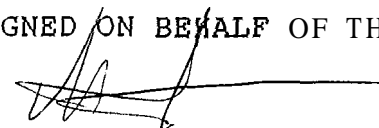
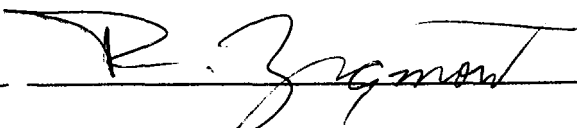
Full time employees who choose to become part time employees will have their seniority date commence effective upon their date to become a part time employee.

DATED AT VANCOUVER , B.C., this 14<sup>TH</sup> day of APRIL , 1998.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

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

  
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800 411 1111