

COLLECTIVE AGREEMENT

BETWEEN

**VERSACOLD GROUP SERVICES ULC.,
DERWENT CENTER**

AND

TEAMSTERS LOCAL UNION No. 213

May 1, 2016 – April 30, 2021

**WALTER CANTA
Secretary-Treasurer**

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COLLECTIVE AGREEMENT

THIS AGREEMENT MADE AS OF THE 1st DAY OF MAY, 2016.

BETWEEN: Versacold Corporation carrying on business as
VERSACOLD GROUP SERVICES ULC., DERWENT CENTER
1188 Derwent Way
Delta, B.C. V3M 5R1

(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

ARTICLE 1. SCOPE OF THIS AGREEMENT

1.01 This Agreement encompasses truck drivers, including dependent contractors, employed by the Company at and from 1188 Derwent Way, Annacis Island, Delta, British Columbia for whom the Union has bargaining rights as specified in the certification.

ARTICLE 2. UNION SECURITY

- 2.01 (a) The Company agrees to recognize the Union as the sole Agent for all truck drivers, including dependent contractors, employed by the Company at and from 1188 Derwent Way, Annacis Island, Delta, British Columbia, for whom it has bargaining rights as specified in the certification.
- (b) It is recognized by this Agreement to be the duty of the Company and of the Union and of the employees and of the Owner Operators to fully co-operate individually and collectively for the advancement of conditions.
- (c) The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the logistics/distribution industry.
- (d) The Union undertakes that no terms which are more advantageous than those contained herein will be extended to or agreed with any competitor of the Company without first notifying the Company or its Bargaining Agent of such terms. Further and notwithstanding the other provisions of this Agreement, upon receipt of said notice the Company, at its discretion, may give written notice calling for the appointment of a mediator/arbitrator. The mediator/arbitrator shall assist the parties to identify and implement changes to this Agreement as required to ensure that the

resultant provisions of this Agreement are competitive with the provisions contained within the Collective Agreement of said competitor. If the Company and the Union do not agree upon the appointment of a mediator/arbitrator within ten (10) days of the Company giving written notice of same, the Minister of Labour shall appoint the mediator/arbitrator.

- 2.02 It is agreed that as a condition of employment, each employee and Owner Operator shall within thirty (30) days of commencing employment hereunder commence payment of regular dues to the Union. Upon completion of their probationary period each employee and Owner Operator shall become and remain a member in good standing of the Union.
- 2.03 (a) Each new employee and Owner Operator when hired by the Company, will be informed by the Company, that he is to sign an authorization card authorizing the Company to deduct from his earnings Union initiation fees, Union dues and/or other assessorial charges as levied against him by the Union and so indicated on the monthly check-off list as provided by the Union to the Company. The Company shall remit all such deductions to the Union prior to the fifteenth (15th) day of each month following the month in which the deductions were made. Dues will be payable one (1) month in advance.
- (b) Authorization cards shall be furnished by the Union and shall be in accordance with and as prescribed by the applicable Labour Relations code.
- (c) The Company shall furnish to the Union a list of new employees and Owner Operators taken into employment by the Company stating the initial date, within thirty (30) days of their being hired and all such employees and Owner Operators will be added to the current check-off list. Owner Operators will be identified as such on this list.

2.04 OWNER OPERATORS/DEPENDENT CONTRACTOR

For the purposes of this Agreement, Owner Operator shall mean a dependent contractor as provided for in 1.01 and 2.01(a), who either owns and/or leases his equipment. The utilization of Owner Operators shall be in accordance with the following:

- (a) The Company shall have the right to use Owner Operators, provided it does so in accordance with this Agreement; such Owner Operator is bound by all Company rules and regulations the same as if he were a Company employee; and
- (b) Whenever the term Owner Operator is used in this Article it means an Owner Operator/dependent contractor who drives his own equipment; and
- (c) In no event shall there be more than one (1) Owner Operator on a truck; an Owner Operator may use a relief driver for such limited purposes as sickness, vacation relief, or other relief approved by the Company. In all cases of his absence, the Owner Operator is responsible to provide a relief driver acceptable to the Company. In this regard the Company will not unreasonably deny permission for an Owner

Operator, regarding an absence; however, the overriding principle is that the Owner Operator shall operate his equipment on a continuing, regular, ongoing basis and these absences are expected to be on an occasional basis. In the case of the Owner Operator's absence resulting from illness and/or injury, the maximum term of the Owner Operator's absence shall be twenty-four (24) months; the Owner Operator shall be required to provide medical proof acceptable to the Company.

- (d) Owner Operators and Company drivers shall be dispatched in accordance with the Dispatch Principles contained in Appendix "C".
- (e) The terms of Appendix "D" shall apply to Owner Operators.
- (f) An Owner Operator will have the ability to sell their equipment, be it a straight truck or tractor unit, on the basis of not continuing as an Owner Operator for the Company.

Existing bargaining unit Owner Operators or employees will be given first right of refusal according to their seniority to purchase said equipment provided they accept the terms of the sale.

Should there not be a suitable existing bargaining unit member, the Owner Operator may sell their equipment to a new member who would be subject to the probationary period and would be considered a newly hired Owner Operator.

- (g) Owner Operators who retire or resign from VersaCold shall have the option to sell their equipment based on 2.04(f) within a three (3) month period from their last day of work at VersaCold.

2.05 PROBATIONARY PERIOD

All newly hired employees for regular employment and Owner Operators shall be considered as probationary employees or probationary Owner Operators for the first ninety (90) working days accumulated within a one hundred and eighty (180) consecutive day period.

There shall be no responsibility on the part of the Company respecting employment of probationary employees or Owner Operators should they be laid off or discharged during the probationary period.

A person shall be classified as a regular employee or regular Owner Operator, as the case may be, of the Company when:

- (a) He has completed his probationary period; and
- (b) He makes himself available for full-time employment or as he may be needed; and
- (c) He has no other outside employment; and

- (d) He has fully qualified in regards to the Company approved physical examination or other normal Company requirements; and
- (e) Eligibility for Health and Welfare coverages shall be in accordance with Article 15 herein. Employee eligibility for retirement contributions by the Company shall be in accordance with the Company's established Group Registered Retirement Savings Plan.
- (f) Upon completion of his probationary period an employee shall become a regular employee and an Owner Operator shall gain regular status and they shall be entitled to the applicable rights and privileges as provided for in this Agreement. Seniority shall be calculated from the first day of work in the probationary period.

It is understood wherever the term employee is used in this Agreement, it shall not include Owner Operator and vice versa.

ARTICLE 3. MANAGEMENT RIGHTS

- 3.01 (a) The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects and in accordance with its commitments, and to alter from time to time rules and regulations (e.g. standard operating procedures) to be observed by employees and/or Owner Operators, such rules and regulations shall not be inconsistent with this Agreement.
- (b) The Company shall always have the right to hire, and to discipline, demote or discharge employees and Owner Operators for just cause.
- (c) Nothing contained in this Agreement will be deemed to obligate the Company to continue the operations of its business or any of its parts thereof. However, the Company will provide sixty (60) days advance notice if possible to the directly affected employees and/or Owner Operators and the Union of closure of its business.

ARTICLE 4. GENERAL

- 4.01 (a) The Company will provide a bulletin board on which to post changes in Company rules and regulations and on which the Union may post necessary notices to its members. All Union notices are to be dated and signed by an official of the Union.
- (b) An employee or Owner Operator will receive a copy of any written reprimand or warning letter placed on his file with a copy to the Union.
- (c) The Union shall appoint a maximum of two (2) Shop Stewards from regular employees or regular Owner Operators. The Company shall only recognize such Shop Stewards when notified in writing by the Union and shall not discriminate against them for lawful Union activity. Shop Stewards shall not absent themselves from their regular work without the Company's prior approval.

Shop Stewards will be paid a set straight-time pay rate when processing grievances under Step 1 and 2 of the Grievance Procedure.

The Company will notify the Union prior to the dismissal of any Shop Steward.

- (d) It shall be a violation of this Agreement for the Company to sell, lease or rent any vehicular equipment owned by the Company to an employee or Owner Operator as a condition of employment.

4.02 BEREAVEMENT LEAVE

In case of death in the immediate family, the employee affected shall be granted bereavement leave of absence with pay for three (3) days. Immediate family means: spouse, mother, father, children, sister, brother, mother and father-in-law, sister and brother-in-law, grandparents, grandchildren, step-parents and step-children. The spouse of the employee shall be defined as the spouse on record with the Human Resources Department.

An Owner Operator shall be eligible for unpaid leave on the day of death and the day of the funeral in the case of a death in the immediate family as described in the preceding paragraph, if the death is in the local area. In the case of a death in the immediate family outside of the local area, the Owner Operator shall be granted up to three (3) days unpaid leave, unless otherwise authorized. The Owner Operator shall make reasonable attempts to provide a relief driver.

4.03 COMPASSIONATE LEAVE

The Company will grant Compassionate Leave in accordance with the Employment Standards Act and/or in accordance with benefits payable through the Employment Insurance Act.

4.04 FAMILY RESPONSIBILITY LEAVE

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet the responsibilities related to:

- a) the care, health or education of a child in the employee's care, or,
- b) the care or health of any other family member of the employee's immediate family.

4.05 JURY DUTY

Any regular full time employee who is required to perform jury duty, or is required to appear as a witness in a court action resulting from an incident which directly involved the employee or the Company during the employee's regular work day, will be reimbursed by the Company for the difference between the pay received for the jury duty, or witness fee, and his regular straight time hourly rate of pay for his regular scheduled hours of work.

And further, if an employee is working an afternoon shift and he must appear that day or days, he will not be required to work that shift and shall be compensated at his regular rate

of pay, and if an employee working the graveyard shift has to appear, he shall not be required to work the shift prior to the court hearing and shall be compensated at his regular rate of pay.

It is understood that such reimbursement shall be for regular straight-time pay the employee would otherwise have earned.

4.06 PHYSICAL EXAMINATION

- (a) Any Company requested physical or medical examination after the date of employment shall be complied with by all employees/Owner Operators and the Company shall pay for such examinations. The Doctor conducting the exam shall be as specified by the Company. The employee will be compensated up to a maximum of two (2) hours at his regular rate of pay, the Owner Operator's pay rate shall be a straight-time rate set at an amount reflecting the cost of labour. Medical requirements applied by the Company shall not exceed those applied by the Licensing Department in each Province and/or I.C.C. Regulation in the U.S.A. as it relates to the driver's licence.
- (b) Any employee/Owner Operator who fails to pass a Company physical examination may at his option have his case reviewed in the following manner:
 - (i) He may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of obtaining a second physical examination report.
 - (ii) A copy of the findings of the medical examiner chosen by the employee/Owner Operator shall be furnished to the Company and in the event that such findings verify the medical examiner employed by the Company, no further medical review of the case will be afforded.
 - (iii) In the event that the findings of the medical examiner chosen by the employee/Owner Operator disagrees with the findings of the medical examiner employed by the Company, the Company will, at the written request of the employee/Owner Operator, agree upon and appoint within five (5) days, a third qualified medical examiner, preferably a doctor specializing in the ailment claimed, for the purpose of making a further medical examination of the employee/Owner Operator.
- (c) The decision of the medical specialist shall be final and binding on the parties involved and the employee/Owner Operator shall not suffer loss of regular straight-time wages if the decision of the medical specialist is in favour of the employee/Owner Operator and the employee/Owner Operator is fit to return to his former classification; in the case of an Owner Operator wages shall be a straight-time rate set at an amount reflecting the cost of labour.

- (d) The expense of employing a neutral medical examiner shall be borne half by the Union and half by the Company. Copies of such medical examiner's report shall be furnished to the Company and to the employee/Owner Operator.
- (e)
 - (i) If the Company requests the employee to upgrade his licence, the appropriate equipment will be provided for test purposes and the employee will receive his regular rate of pay during the test period.
 - (ii) If an employee requests appropriate equipment for test purposes to upgrade his licence or for licence renewal, it shall be provided by the Company if and when available.
 - (iii) Any employee/Owner Operator with more than two (2) years' seniority who suffers the revocation of his driver's licence, will be given a leave of absence for the duration of the legal suspension up to a maximum of twelve (12) months. However, such leave of absence may be authorized only once to an employee/Owner Operator. Such leave of absence does not preclude the employee from being disciplined for just cause.

ARTICLE 5. SENIORITY

5.01 The principle of seniority shall be maintained in the reduction and restoration of the working force, provided the senior regular employee and/or senior regular Owner Operator has the required skill and ability to efficiently perform the remaining work and in the case of Owner Operators the appropriate equipment to efficiently conduct the remaining work.

The Company will post and maintain seniority listings of regular employees and regular Owner Operators by department. The departments shall be Company Drivers and Owner Operators. Such up-to-date listings will be posted as of April 1st, and October 1st of each year. Copies of current lists will be provided to the Local Union.

Any regular employee or regular Owner Operator who has been on layoff for six (6) months or more shall be removed from the seniority list and the Company shall be under no further obligation to such employee or Owner Operator, except in the case where the laid off employee or Owner Operator has accrued five (5) years or more seniority in which case seniority will be retained for twelve (12) months from the date of layoff.

In the case of layoff in excess of thirty (30) consecutive days, regular employees and/or regular Owner Operators recalled to work following a layoff shall be informed by double registered mail and will be allowed seven (7) consecutive days from receipt or attempted delivery date to report for work. The Company shall be kept informed in writing of any changes in address or telephone number.

An employee or Owner Operator shall only be considered recalled from layoff if he is recalled to the permanent/full time position number from which he was laid off. The Company shall not retain any part time or on-call drivers on the seniority list after the layoff retention period is over.

Seniority once established for an employee or Owner Operator shall be forfeited and employment terminated under the following conditions:

- (i) If he voluntarily quits; or
- (ii) If he is discharged for just cause; or
- (iii) If he fails to report for duty after a layoff; or
- (iv) If he is not recalled within the seniority layoff retention period.

5.02 Job Posting

For the purposes of seniority when posting to a job in another classification, Tractors and Straight Truck, overall bargaining unit seniority would determine position in the classification. Overall bargaining unit seniority would prevail for layoff purposes and all other seniority driven articles.

ARTICLE 6. LEAVE OF ABSENCE

- 6.01 (a) When the requirements of the Company's services will permit, a regular employee or regular Owner Operator, upon written application to the Company with a copy of said application to the Union, may, if approved by the Company, be granted a leave of absence, in writing (with a copy to the Union), for a period of thirty (30) calendar days. Under such leaves, the employee or Owner Operator shall retain and accrue seniority only. An employee or Owner Operator is eligible to apply for such leave once each five (5) years. The Company will not unreasonably deny a request for such leave.
- (b) Such leave may be extended for an additional period of thirty (30) calendar days when approved in writing by both the Company and the Union and seniority will accrue during such extension.
- (c) Any employee or Owner Operator on such leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit his seniority rights and his employment with the Company terminated.
- (d) Any employee or Owner Operator requesting a leave of absence for compassionate reasons will be given special consideration for bona fide special reasons. In such case the employee or Owner Operator shall be required to substantiate the reason for such leave prior to the granting of such leave.
- (e) The Company shall allow time off without pay to any employee or Owner Operator who is serving on a Union committee or as a delegate provided all requests for time off are reasonable and do not interfere with the proper operation of the business and provided fourteen (14) days written notice is given the Company by the Union specifying the length of time off to a maximum of five (5) consecutive working days.

- 6.02 (a) When an employee or Owner Operator within the bargaining unit covered by this Agreement receives a leave of absence, in writing, with a copy to the Union, to take a position within the Company which is beyond the sphere of the bargaining unit, he may retain and accrue his seniority for a maximum of ninety (90) consecutive working days within the former unit. The starting date of such an appointment shall be posted on the notice board. During this leave of absence such employee shall continue to be covered by the Health and Welfare and the Pension Plan as provided in the Agreement.
- (b) At the end of this period of ninety (90) working days, the employee or Owner Operator must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights. Should the employee or Owner Operator return or be returned to the bargaining unit for any reason, he must remain within the unit for a minimum of one hundred and twenty (120) days prior to exercising that privilege again.
- (c) The Parties further agree that the conditions in (a) above may be extended for a further ninety (90) working days by mutual agreement of the Company and the Union.

ARTICLE 7. SAFETY CONDITIONS

- 7.01 The Company will maintain its equipment in accordance with Federal and Provincial Regulations and all employees and Owner Operators will comply with the requirements as set out by the Company.
- 7.02 (a) Wherever possible, the Company agrees to maintain clean, sanitary washrooms having hot and cold running water with toilet facilities available to employees and Owner Operators.
- (b) The Company will provide a clean and adequate room properly ventilated where such room would be used by employees and Owner Operators. It shall be the responsibility of the employees and Owner Operators using this facility to leave it in a neat and orderly condition.
- 7.03 The Company shall provide first aid provisions in accordance with the applicable Occupational Health and Safety Act.

ARTICLE 8. PAY AND WORK CONDITIONS

- 8.01 Rates of remuneration for both employees and Owner Operators are outlined in Appendix "A" hereto and form part of this Agreement. The rates of remuneration as listed in Appendix "A" are considered minimum rates and shall not preclude payment of premium rates at the discretion of the Company.
- 8.02 PAY PERIOD
- (a) All employees shall be paid not less frequently than bi-weekly, all wages earned by such employee to a day not more than fourteen (14) days prior to the day of

payment. Owner Operators shall be paid semi-monthly, less the appropriate holdback.

- (b) Each employee shall be provided with a separate and detachable written or printed itemized statement for the pay period regarding wages paid including overtime, hours worked or paid for, trips driven if applicable, wage rate or other applicable rate, and all deductions from gross pay.
- (c) An employee will be paid his vacation pay on a separate cheque prior to leaving on vacation provided he gives the Company written request of same a minimum of fourteen (14) days prior to the commencement of said vacation.
- (d) Cheque stubs will show the employee's outstanding accrued vacation pay.
- (e) The employee's T-4 slip will show the total Union dues deducted and submitted on behalf of that employee. Union dues deducted from earnings of Owner Operators will be itemized on their statement of earnings.
- (f) Employees and Owner Operators shall have the option to have direct deposit of their paycheque.

8.03 PAYROLL ERRORS

If an error occurs in the payroll computation of an employee's pay cheque or that of an Owner Operator and the amount is equal to one (1) day's pay or more, he shall be entitled on request to receive the same within seventy-two (72) hours.

If an employee or Owner Operator improperly completes his time card or pay claim, or does not turn them in immediately on completion of his trip or tour, any pay so affected will be included with the next regular pay period.

- 8.04 When an employee meets with a personal injury while on duty which prevents him from completing his shift and the injury requires medical care, the employee will be compensated for the full shift on that day and will be required to fill out any Company forms.

8.05 WORK APPAREL

If an employee/Owner Operator is required to wear any kind of uniform as a condition of employment, the Company will provide three (3) shirts and two (2) pair of trousers per year. These uniforms will be machine washable and employees/Owner Operators will be responsible for maintaining and cleaning the uniforms. The employee/Owner Operator shall wear clean, presentable apparel.

8.06 WORKING CONDITIONS

When a regular employee/Owner Operator is called and reports for duty on his regular scheduled work day, he shall be guaranteed a minimum of four (4) hours work and/or pay, unless work is curtailed due to reasons beyond the control of the Company. An employee

shall be required to notify the Company at least three (3) hours prior to the start of his shift if he is not available for work.

8.07 LUNCH AND REST BREAKS

Hourly rated employees/Owner Operators shall take at least one (1) unpaid lunch period of not less than thirty (30) continuous minutes, unless otherwise mutually agreed.

An hourly rated employee/Owner Operator shall be entitled to one (1) break not in excess of fifteen (15) minutes during both the first half and the second half of any shift, unless otherwise mutually agreed.

8.08 When new types of equipment and/or new classifications of employment for which rates of pay are not established by this Agreement are put into use, the Company shall advise the Union thirty (30) days prior when reasonably possible. The matter shall become the subject of discussion between the parties for rates governing such equipment and classifications of employment. The Company and the Union shall finalize within sixty (60) days after such implementation a rate to be established and such rate to be retroactive to date of implementation.

8.09 Notwithstanding the other provisions of this Agreement, the Company may employ part-time employees. Part-time employees will not be used for the purpose of depriving regular employees or regular Owner Operators of their regular hours of work on their regular shifts, but can be used for peak periods of work providing all regular employees or regular Owner Operators have their full regular hours on that particular shift, except on assigned rest days. Upon completion of their ninety (90) working day probationary period, part-time employees shall accrue seniority on the part-time seniority list only, and their seniority shall be used for call-in purposes only. If granted a full-time position, a part-time employee shall be taken off the part-time seniority list and commence employment as a probationary employee desiring to become a regular employee.

When work available will not support a full-time crew on regular shifts the senior regular employee laid-off who has the required skill and ability to efficiently perform the remaining work will be permitted to perform part-time work on a voluntary basis.

The Company will not do away with any regular shift or regular employees or regular Owner Operators due to this part-time clause.

Daily log sheets will be made available in the form of Equalization reports for tracking purposes. The calculations will be converted from an hourly format into the same format that the Owner Operators are paid by.

ARTICLE 9. VACATIONS

9.01 (a) All employees shall receive:

- (i) Two (2) weeks' vacation with pay after the completion of one (1) year of continuous service with the Company. Payment for such vacation shall be in

the amount equal to four percent (4%) of the wages paid that employee during the year in which he qualifies for such vacation.

- (ii) Three (3) weeks' vacation with pay after the completion of four (4) years of continuous service with the Company. Payment for such vacation shall be in the amount equal to six percent (6%) of the wages paid that employee during the year in which he qualifies for such vacation.
 - (iii) Four (4) weeks' vacation with pay after the completion of nine (9) years continuous service with the Company. Payment for such vacation shall be in the amount equal to eight percent (8%) of the wages paid that employee during the year in which he qualifies for such vacation.
 - (iv) Five (5) weeks' vacation with pay after the completion of fifteen (15) years of continuous service with the Company. Payment for such vacation shall be in the amount equal to ten percent (10%) of the wages paid that employee during the year in which he qualifies for such vacation.
- (b) One thousand and two hundred (1200) hours worked shall constitute a year of service but no employee will be permitted to accumulate more than one (1) year of service or any fraction thereof in any twelve (12) month period for vacation qualification.
 - (c) In any year where an employee has not qualified for a full vacation as a result of illness, he will still be credited with a year of service to determine future vacations.
 - (d) A calendar year shall be the period between January 1st and December 31st.
 - (e) Once vacation periods are established the time shall not be changed except where mutually agreed between the employee and the Company.
 - (f) The employee's vacation period starts upon completion of his last day worked in his normal week and ends upon his starting work on the first day of his normal work week after the completion of his vacation.
- 9.02 (a) The time of vacation shall be fixed by the Company consistent with the efficient operation of the business.

Subject to the foregoing, preference of vacation time shall be given to senior employees. Senior employees may only exercise their seniority for selection once in each vacation year.

- (b) Vacation lists shall be posted on January 2 of each year and employees shall designate their choice of vacation time before February 28. If an employee fails to designate his choice of vacation on such listing while posted, vacation time shall be granted at the Company's discretion. The Company shall post the final vacation schedule by April 1, and shall remain posted for the balance of the year.

- (c) An employee laid off or leaving the Company before completion of a full year of service, shall be entitled to a pro-rated vacation with pay computed on the same percentage of wages paid that employee during the portion of the year worked.
- (d) An employee who accepts gainful employment while on vacation may be terminated at the Company's discretion.

ARTICLE 10. GENERAL HOLIDAYS

10.01 Subject to the other provisions of this Article, all regular employees shall be entitled to the following General Holidays:

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

With the exception of New Year's Day and Christmas Day, the Company may change the observance of these days based on customer requirements.

- 10.02 Eligible employees shall receive a regular day's straight-time pay for the General Holidays as listed.
- 10.03 Employees must work their last scheduled shift before and first scheduled shift after the General Holiday, both of which must fall within a period of thirty (30) consecutive calendar days.
- 10.04 In the event a regular employee is requested to work on his General Holiday, he shall receive the rate of pay as stipulated in this Agreement, in addition to any pay for the Holiday to which he may be eligible.
- 10.05 (a) When a General Holiday falls on a regular employee's regular day off, then such employee will be granted a day off in lieu of such General Holiday on either the last working day preceding or the first working day following the General Holiday.

The Company will designate the day to be granted as the day off in lieu and such day will be without pay.
- (b) In the event a General Holiday falls during an employee's vacation, the employee will be allowed a day off without pay in lieu of such General Holiday, to be taken at a mutually agreeable time.

ARTICLE 11. OTHER UNION ISSUE

- 11.01 (a) It shall not be a violation of this Agreement or cause for discharge of any employee or Owner Operator, in the performance of his duties, to refuse to cross a legal picket line recognized by the Union.

The Union shall notify the Company as soon as possible of the existence of such recognized legal picket line.

- (b) During the life of this Agreement, there shall be no lockout by the Company or any strike, sit-down, slow-down or work stoppage or suspension of work either complete or partial for any reason by the Union.
- (c) If a dispute arises as a result of the employees or Owner Operators of the Company handling or transporting any commodities for a company or business that is being legally picketed by a Local Union of the Teamsters, the Company and the Union shall immediately meet with the objective of arriving at a mutually satisfactory solution.

ARTICLE 12. VALIDITY OF ARTICLES

- 12.01 (a) If any Articles of this Agreement or of any supplement hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplement thereto, or the application of such Article 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.

ARTICLE 13. GRIEVANCE PROCEDURE

- 13.01 All questions regarding the interpretation and/or application of this Agreement or any supplement hereto shall be finally settled as provided for in this Article, unless otherwise expressly provided in this Agreement. The procedure for such settlement shall be as follows:

- Step 1: Any grievance of an employee or Owner Operator shall first be taken up between the employee or Owner Operator and his Supervisor; the employee or Owner Operator shall present the written grievance to the Supervisor. The employee or Owner Operator will be entitled to be accompanied by a Shop Steward or Union Representative and in such case another representative of the Company may accompany the Supervisor. The employee or Owner Operator must present the grievance to the Supervisor within ten (10) days of the occurrence of the incident being grieved, within five (5) days in the case of termination or lay-off.
- Step 2: Failing settlement under Step 1, such grievance shall be taken up between the Company Supervisor and a Shop Steward or Local Union Representative. Step 2 to be initiated by the Union within ten (10) days of completion of Step 1.
- Step 3: Upon conclusion of the Step 2 meeting the Company will provide a written response to the grievance within 10 days with reasons set out should the grievance have been denied.

Step 4: Failing settlement at Step 3, the Union shall pursue the grievance by notifying the Company in writing, within ten (10) days of completion of Step 3, of its intent to proceed to arbitration. The parties shall agree upon a single arbitrator, should the parties be unable to agree upon a single arbitrator, they shall request the Department of Labour to appoint a single arbitrator.

The Arbitrator shall be requested to hand down his decision within fourteen (14) days of completion of the hearing and his decision shall be final and binding.

The cost of the Arbitrator will be borne equally by the Union and the Company. All monetary settlements shall be paid through the Local Union's office in the employee's or Owner Operator's name.

If a grievance does not proceed to the next step within the specified time limit it shall be deemed abandoned. The time limits contained in this Article are mandatory and any extensions must be mutually agreed to and shall be in writing.

ARTICLE 14. HOURS OF WORK

- 14.01 (a) The regular work week for a full time hourly paid city driver employee's shall be forty-five (45) hours/week and nine (9) hours per day. Hours worked by said employee in excess of either daily or weekly hours shall be paid at rate and one-half (1 ½).
- (b) The work week will commence at 12:01 a.m. Sunday.

ARTICLE 15. HEALTH AND WELFARE BENEFITS

15.01 General Provisions

The following coverages are provided to eligible employees. To be eligible for coverages provided under this Article employees must meet the requirements set out below, as well as others which may be specific to the applicable plan and/or insurance policy, employees must:

- (a) be a regular employee, and
- (b) have been continuously employed for at least three (3) months, and
- (c) be actively working

The benefit coverages are the benefits and terms as presented in Appendix "B" hereto; it is understood these may change from time to time and that the Appendix is intended to provide a general overview of the benefits and that the plan documents shall govern in all cases.

ARTICLE 16. SUBSISTENCE

- 16.01 (a) All employees who are required to book rest or to layover away from their home terminal shall be paid a subsistence allowance of fifty dollars (\$50.00) per day to cover meal costs.

- (b) Provided the truck has no sleeper, the Company shall provide all employees required to take rest or to layover away from the home terminal with a suitable hotel or motel room as required, at no expense to the employee.

ARTICLE 17. BARGAINING UNIT WORK

- 17.01 Supervisors and other employees of the Company outside the scope of this Agreement and Certification shall not perform the regular duties of regular employees or regular Owner Operators thereby directly resulting in the layoff of regular employees or regular Owner Operators.

ARTICLE 18. JOINT LABOUR MANAGEMENT COMMITTEE

- 18.01 Joint Labour Management Meetings shall be held on a regular basis for the Parties to discuss labour related concerns and establish a cooperative process to resolve issues which arise during the term of the Collective Agreement. The members of the Committee for the Union will be the Union Representative and Owner Operator or Company Driver designates; for the Company, senior management and their designates. Owner Operators (Straight Truck and Tractor) that participate in these meetings shall be paid at the Tractor rate of pay (fuel surcharge not to be included).

ARTICLE 19. INSPECTION PRIVILEGES

- 19.01 Authorized agents of the Union will give reasonable notice of request to visit the Company's premises and will be provided reasonable access to the Company's establishment during working hours for the purpose of investigating conditions related to clauses in this Agreement and shall in no way interrupt the Company's working schedule and/or productivity.

ARTICLE 20. TERM OF AGREEMENT

- 20.01 (a) This Agreement shall be in full force and effect from May 1st, 2016 to and including April 30th, 2021 and shall remain in full force and effect from year to year thereafter PROVIDED THAT, either party may not less than ninety (90) days immediately preceding the 1st day of May, 2021 or immediately preceding any succeeding 1st day of May in any subsequent year thereafter, by written notice to the other party to require the other party to commence collective bargaining to renew, revise, and/or terminate the Agreement.

- (b) Should either party give written notice to the other party pursuant to subsection (a) hereof, this Agreement and all Letters of Understanding shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Company shall give notice of lockout, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

SIGNED AT , B.C. this day of , 2016

SIGNED ON BEHALF OF:

VERSACOLD GROUP SERVICES ULC.,
DERWENT CENTER

SIGNED ON BEHALF OF:

TEAMSTERS LOCAL UNION No. 213

APPENDIX "A"
RATES OF REMUNERATION

A. EMPLOYEES

The following rates of remuneration shall apply to employees:

	----- Effective -----				
	May 1/16	May 1/17	May 1/18	May 1/19	May 1/20
Seattle Trip (includes 1 pickup and 1 drop)	\$167.02	\$170.36	\$173.77	\$177.25	\$180.80
Drop or Pickup as part of a Seattle Trip	\$ 46.76	\$ 47.70	\$ 48.65	\$ 49.62	\$ 50.61
Hourly Rate (All other activities and includes waiting time in excess of one consecutive hour at the Border)	\$ 20.75	\$ 21.17	\$ 21.59	\$ 22.02	\$ 22.46

B. OWNER OPERATORS

Straight Trucks and Tractor/Pups

The greater Vancouver area will be divided into 4 Areas, City, Valley, Chilliwack and Hope. The Areas are defined as follows:

City- West of 152nd Street from White Rock to the Fraser River, then Northwest along the Pitt River. Does not include North and West Vancouver. Includes Delta, Vancouver, Tsawwassen, Coquitlam, Ladner*, Richmond, Burnaby, New Westminster, Surrey, and White Rock.

* Ladner – pickups after 4:00 p.m. will be paid at the Valley Rate

Valley- East of 152nd Street, East of Pitt River and West of Boundary Road/Vedder Canal (official border between Abbotsford and Chilliwack). Also includes North and West Vancouver. Also includes Port Coquitlam and Port Moody. Also includes Pitt Meadows, Maple Ridge, Langley, Ft. Langley, Aldergrove, Clearbrook, Abbotsford and Mission.

Chilliwack- East of Boundary Road/Vedder Canal through to and including Annis Road.

Hope – East of Annis Road.

B. OWNER OPERATORS continued

The following rates of remuneration shall apply to Owner Operators:

a) **Tractor Rate** (Tractor pulling Versacold trailers)

This rate applies while on duty (e.g. does not include lunch break).

----- **Hourly Rate Effective** -----

May 1/16	May 1/17	May 1/18	May 1/19	May 1/20
\$ 50.76	\$ 51.78	\$ 52.82	\$ 53.88	\$ 54.96

b-1) **Straight-Truck Rates:****- Effective May 1, 2016 -**

<u>Weight (lb.)</u>	<u>City</u>	<u>Valley</u>	<u>Chilliwack</u>	<u>Hope</u>
Minimum	\$ 18.86	\$ 24.68	\$ 26.12	\$ 36.29
1	3.77	4.94	5.23	7.27
1,000	2.55	3.18	3.50	4.86
2,000	1.64	2.09	2.33	3.23
5,000	1.17	1.46	1.61	2.27
10,000	0.84	1.17	1.21	1.67
Max. Per Stop	\$116.74	\$152.29	\$162.29	\$226.31

- Effective May 1, 2017 -

<u>Weight (lb.)</u>	<u>City</u>	<u>Valley</u>	<u>Chilliwack</u>	<u>Hope</u>
Minimum	\$ 19.24	\$ 25.17	\$ 26.64	\$ 37.02
1	3.85	5.04	5.33	7.42
1,000	2.60	3.24	3.57	4.96
2,000	1.67	2.13	2.38	3.29

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5,000	1.19	1.49	1.64	2.32
10,000	0.86	1.19	1.23	1.70
Max. Per Stop	\$119.07	\$155.34	\$165.54	\$230.84

- Effective May 1, 2018 -

<u>Weight (lb.)</u>	<u>City</u>	<u>Valley</u>	<u>Chilliwack</u>	<u>Hope</u>
Minimum	\$ 19.62	\$ 25.67	\$ 27.17	\$ 37.76
1	3.93	5.14	5.44	7.57
1,000	2.65	3.30	3.64	5.06
2,000	1.70	2.17	2.43	3.36
5,000	1.21	1.52	1.67	2.37
10,000	0.88	1.21	1.25	1.73
Max. Per Stop	\$121.45	\$158.45	\$168.85	\$235.46

- Effective May 1, 2019 -

<u>Weight (lb.)</u>	<u>City</u>	<u>Valley</u>	<u>Chilliwack</u>	<u>Hope</u>
Minimum	\$ 20.01	\$ 26.18	\$ 27.71	\$ 38.52
1	4.01	5.24	5.55	7.72
1,000	2.70	3.37	3.71	5.16
2,000	1.73	2.21	2.48	3.43
5,000	1.23	1.55	1.70	2.42
10,000	0.90	1.23	1.28	1.76
Max. Per Stop	\$123.88	\$161.62	\$172.23	\$240.17

- Effective May 1, 2020 -

<u>Weight (lb.)</u>	<u>City</u>	<u>Valley</u>	<u>Chilliwack</u>	<u>Hope</u>
Minimum	\$ 20.41	\$ 26.70	\$ 28.26	\$ 39.29
1	4.09	5.34	5.66	7.87
1,000	2.75	3.44	3.78	5.26
2,000	1.76	2.25	2.53	3.50
5,000	1.25	1.58	1.73	2.47
10,000	0.92	1.25	1.31	1.80
Max.Per Stop	\$126.36	\$164.85	\$175.67	\$244.97

b-2) Tractor/Pup Rates:**- Effective May 1, 2016 -**

<u>Weight (lb.)</u>	<u>City</u>	<u>Valley</u>	<u>Chilliwack</u>	<u>Hope</u>
Minimum	\$ 17.69	\$ 23.16	\$ 24.52	\$ 34.05
1	3.55	4.64	4.92	6.81
1,000	2.39	2.99	3.26	4.55
2,000	1.57	1.96	2.20	3.03
5,000	1.12	1.35	1.51	2.12
10,000	0.79	1.12	1.16	1.60
Max. Per Stop	\$109.58	\$142.95	\$152.30	\$212.44

- Effective May 1, 2017 -

<u>Weight (lb.)</u>	<u>City</u>	<u>Valley</u>	<u>Chilliwack</u>	<u>Hope</u>
Minimum	\$ 18.04	\$ 23.62	\$ 25.01	\$ 34.73
1	3.62	4.73	5.02	6.95

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1,000	2.44	3.05	3.33	4.64
2,000	1.60	2.00	2.24	3.09
5,000	1.14	1.38	1.54	2.16
10,000	0.81	1.14	1.18	1.63
Max. Per Stop	\$111.77	\$145.81	\$155.35	\$216.69

- Effective May 1, 2018 -

<u>Weight (lb.)</u>	<u>City</u>	<u>Valley</u>	<u>Chilliwack</u>	<u>Hope</u>
Minimum	\$ 18.40	\$ 24.09	\$ 25.51	\$ 35.42
1	3.69	4.82	5.12	7.09
1,000	2.49	3.11	3.40	4.73
2,000	1.63	2.04	2.28	3.15
5,000	1.16	1.41	1.57	2.20
10,000	0.83	1.16	1.20	1.66
Max. Per Stop	\$114.01	\$148.73	\$158.46	\$221.02

- Effective May 1, 2019 -

<u>Weight (lb.)</u>	<u>City</u>	<u>Valley</u>	<u>Chilliwack</u>	<u>Hope</u>
Minimum	\$ 18.77	\$ 24.57	\$ 26.02	\$ 36.13
1	3.76	4.92	5.22	7.23
1,000	2.54	3.17	3.47	4.82
2,000	1.66	2.08	2.33	3.21
5,000	1.18	1.44	1.60	2.24
10,000	0.85	1.18	1.22	1.69
Max. Per Stop	\$116.29	\$151.70	\$161.63	\$225.44

- Effective May 1, 2020 -

<u>Weight (lb.)</u>	<u>City</u>	<u>Valley</u>	<u>Chilliwack</u>	<u>Hope</u>
Minimum	\$ 19.15	\$ 25.06	\$ 26.54	\$ 36.85
1	3.84	5.02	5.32	7.37
1,000	2.59	3.23	3.54	4.92
2,000	1.69	2.12	2.38	3.27
5,000	1.20	1.47	1.63	2.28
10,000	0.87	1.20	1.24	1.72
Max. Per Stop	\$118.62	\$154.73	\$164.86	\$229.95

The following applies to both b-1) and b-2) foregoing:

- i) Minimum is paid unless superseded by rate times pounds; minimum is not cumulative with rate times pounds.
- ii) Rates are in Dollars per 100 pounds per Stop; Stop is a delivery to one customer and could include multiple shipments, for these purposes the weight is totalled.
- iii) "Cheaper as" applied on weight breaks = least amount calculated is paid.
- iv) Weight based on invoiced weight.

c) Exception Rates:

- i) Refused/Returned shipments (Customer Error only) 50% of Rate
- ii) Pup Tractors Yard Moves - per move, effective:

May 1, 2016	\$20.06
May 1, 2017	\$20.46
May 1, 2018	\$20.87
May 1, 2019	\$21.29
May 1, 2020	\$21.72
- iii) Pup Tractors Spotting trailers – per spot, effective:

May 1, 2016	\$50.76
May 1, 2017	\$51.78
May 1, 2018	\$52.82
May 1, 2019	\$53.88
May 1, 2020	\$54.96

iv) Pallet deliveries (does not include exchange) 60 lbs. per pallet

v) Gourmet Baker transfers 1000 lbs. per skidspot

vi) Dock Sorting specifically identified Direct Store Delivery freight: Link/Mitchels (based on sorting arrangements and requirements as at the ratification of this Agreement) per cwt., effective:

May 1, 2016	\$0.79
May 1, 2017	\$0.81
May 1, 2018	\$0.83
May 1, 2019	\$0.85
May 1, 2020	\$0.87

vii) Owner Operators, except hourly paid Tractor Owner Operators, shall be paid for idle time spent, in excess of one-half (½) hour, waiting to pick-up or deliver a load at a single location. Up to two (2) hours of waiting would be paid at the hourly waiting time rate. After two (2) hours, the rate would be:

May 1, 2016	\$43.45 per hour
May 1, 2017	\$44.38 per hour
May 1, 2018	\$45.27 per hour
May 1, 2019	\$46.18 per hour
May 1, 2020	\$47.10 per hour

This would be calculated from the original arrival time provided the Owner Operator has checked in with dispatch every hour (1) from the original arrival time.

The rate per hour is:

	----- Effective -----				
	May 1/16	May 1/17	May 1/18	May 1/19	May 1/20
Tractor/Pup	\$20.75	\$21.17	\$21.59	\$22.02	\$22.46
Straight Truck	\$22.11	\$22.55	\$23.00	\$23.46	\$23.93

viii) When an Owner Operator is required to go to Hope he shall be paid the below rates per round trip in addition to other remuneration.

Effective May 1, 2016	\$ 40.60
Effective May 1, 2017	\$ 41.41
Effective May 1, 2018	\$ 42.24
Effective May 1, 2019	\$ 43.08
Effective May 1, 2020	\$ 43.94

When an Owner Operator is required to go to Chilliwack he shall be paid the below rates per round trip in addition to other remuneration.

Only the Hope premium will apply when an Owner Operator goes to both Chilliwack and Hope.

Effective May 1, 2016	\$ 25.38
Effective May 1, 2017	\$ 25.89
Effective May 1, 2018	\$ 26.41
Effective May 1, 2019	\$ 26.94
Effective May 1, 2020	\$ 27.48

- ix) The Company will reimburse Tolls that have been pre-authorized.
- x) Tailgate, Off Dock and inside deliveries shall be billed to the customer. The split will be 50/50% compensation to the Owner Operator.

APPENDIX "B"
HEALTH AND WELFARE PLAN

PLAN RULES

Benefits to Fit YOUR Lifestyle

January, 2001

You will become eligible for coverage after completing three months of full-time service.

During the first 12 months of coverage, you are eligible for 1° Degree Coverage.

After completing 12 months on the benefit plan (15 months from full-time hire date), you will be asked to select the benefit coverage that best suits your personal situation from the three options: 2° Degree; 3° Degree or Plus/Health Spending Account.

If you do not submit your option selection within 31 days of your date eligible, you will automatically default to 2° Degree plan. You will then remain in 2° Degree plan until the next bi-annual enrolment.

On a bi-annual basis, employees with more than 12 months of coverage on group benefits

- A dependent status change by gaining a spouse
- The addition of the first dependent child;
- The loss of a spouse due to death or divorce;
- The ineligibility of all dependents (due to divorce, separation, age or student status),
- The spouse losing benefit coverage from his/her place of work.

You can change your coverage by **applying within 31 days of the lifestyle change by providing written notification of the change.**

will have the opportunity to select a different level of coverage if they so choose.

March 1, 2003 is the next bi-annual re-enrolment for benefits.

Changes in Coverage

A change in option may take place between the bi-annual enrolment ***only*** if you experience a major lifestyle change that would include:

Increase in Coverage

If you apply more than 31 days following the date of the lifestyle change, you could be requested to submit evidence for yourself and each of your dependents in the case of coverage increase.

Reduction of Coverage

If you apply later than 31 days following a lifestyle change for a *reduction of coverage*, you must remain enrolled at the higher level until the next bi-annual enrolment.

1° Degree

2° Degree ^{A benefit plan with choice.}

3° Degree

Plus

PLAN DETAILS

Benefits to Fit YOUR Lifestyle

Full Time Employees

January, 2001

1° Degree Option:

Benefit	Coverage	Coverage Details	Premiums
Life Insurance	• 2 x annual salary		100% Employer Paid
AD & D	• 2 x annual salary		100% Employer Paid
STD	• 66.7% of weekly earnings	• \$600 weekly max.	100% Employer Paid
LTD	• 66.7% of the first \$2250 of monthly earnings, plus 50% of the next \$3000, plus 40% of the remainder	• \$8200 monthly max.	100% Paid* <i>Employee</i>
Dental	• 80% preventative services only	• annual dental max. equals \$750	100% Employer Paid
Extended Health	• 80% coverage • 100% Out-of-Province Emergency & Travel Assistance	• eligible expenses include prescription drugs, supplementary health care benefits • no vision care • no pay direct drug card	100% Employer Paid
Single Cost:	• n/a		
Couple Cost:	• n/a		
Family Cost:	• n/a		

*Premiums 100% paid by Versacold, with the exception of LTD.

1° Degree

A benefit plan with choice.
2° Degree

3° Degree

Plus

2° Degree Option: (Available to employees who have completed 12 months of coverage on the plan)

Benefit	Coverage	Coverage Details	Premiums
Life Insurance	• 2 x annual salary		100% Employer Paid
AD & D	• 2 x annual salary		100% Employer Paid
STD	• 66.7% of weekly earnings	• \$600 weekly max.	100% Employer Paid
LTD	• 66.7% of the first \$2250 of monthly earnings, plus 50% of the next \$3000, plus 40% of the remainder	• \$8200 monthly max.	100% <i>Employee Paid*</i>
Dental	• 80% preventative services • 50% restorative services • 50% ortho services	• \$1500 annual dental max. for preventative & restorative combined • \$2500 lifetime max. For ortho	100% Employer Paid
Extended Health	• 80% coverage • Vision Care • 100% Out-of-Province Emergency & Travel Assistance	• prescription drugs with pay direct drug card, • supplementary health care benefits • \$200 per 24 month period for eligible adults and insured dependents over 18, and every 12 months per insured dependent under 18 • available to all insured dependents	100% Employer Paid
Single Cost:	• n/a		
Couple Cost:	• n/a		
Family Cost:	• n/a		

*Premiums 100% paid by Versacold, with the exception of LTD.

A benefit plan with choice.

1° Degree

2° Degree

3° Degree

Plus

3° Degree Option: (Available to employees who have completed 12 months of coverage on the plan)

Benefit	Coverage	Coverage Details	Premiums
Life Insurance	• 2 x annual salary		100% Employer Paid
AD & D	• 2 x annual salary		100% Employer Paid
STD	• 70% of weekly earnings	• \$600 weekly max. • first day surgery	Employer/Employee paid* (STD premium will vary based on salary)
LTD	• 66.7% of the first \$2250 of monthly earnings, plus 50% of the next \$3000, plus 40% of the remainder	• \$8200 monthly max.	100% Employee Paid*
Dental	• 100% preventative services • 50% restorative services • 50% ortho services	• \$1500 annual dental max. for preventative & restorative combined • \$2500 lifetime max. for ortho	Employer/Employee paid*
Extended Health	• 100% coverage • Vision Care • 100% Out-of-Province Emergency & Travel Assistance	• prescription drugs with pay direct drug card, supplementary health care benefits • \$200 per 24 month period for eligible adults and insured dependents over 18, and every 12 months per insured dependent under 18 • available to all insured dependents	Employer/Employee paid*
Single Cost:	• \$177.84 per year** , or, • \$7.41 per 24 pay period		Cost does not include STD and LTD premium
Couple Cost:	• \$355.68 per year** , or, • \$14.82 per 24 pay period		Cost does not include STD and LTD premium
Family Cost:	• \$533.40 per year** , or, • \$22.22 per 24 pay period		Cost does not include STD and LTD premium

*Employee pays the difference in premiums between Option 2 and Option 3 for enhanced coverage for STD, Dental and Extended Health as well as 100% of the LTD premium.

**Premiums are subject to annual adjustment as determined by claims experience. Updated January, 2001

A benefit plan with choice.

1° Degree

2° Degree

3° Degree

Plus

PLUS Option/Health Care Spending Account: (Available to employees who have completed 12 months of coverage on the plan)

Benefit	Coverage	Coverage Details	Premiums	
Life Insurance	• 2 x annual salary		100% Paid	Employer
AD & D	• 2 x annual salary		100% Paid	Employer
STD	• 66.7% of weekly earnings	• \$600 weekly max.	100% Paid	Employer
LTD	• 66.7% of the first \$2250 of monthly earnings, plus 50% of the next \$3000, plus 40% of the remainder	• \$8200 monthly max	100% Paid*	Employee
Dental	• Health Spending Account	• \$1200 contributed annually**	100% Paid	Employer
Extended Health	• Health Spending Account	• \$1200 contributed annually**	100% Paid	Employer
Single Cost:	• n/a			
Couple Cost:	• n/a			
Family Cost:	• n/a			

*Premiums 100% paid by Versacold, with the exception of LTD.

**\$1200 is contributed in total for both Dental and Extended Health Expenses.

A benefit plan with choice.

1° Degree

2° Degree

3° Degree

Plus

**APPENDIX “C”
DISPATCH PRINCIPLES**

The following principles shall govern the dispatch of employees and Owner Operators' equipment in the conduct of the work.

1. The Company shall establish the shift starting time(s) and the employee and Owner Operator shall be available for work at that time(s) and will remain available to conduct work until released.
2. Owner Operators and employees shall conduct work as assigned by the Company. The Company shall assign work based on optimizing the cost efficiency of the work involved, coupled with the needs of the customer.
3. The Owner Operator and/or employee shall not make any unauthorized pickup/delivery stops.
4. The Company shall ensure reasonable work opportunities between Owner Operators over time, subject to the Owner Operator's equipment, continuing work opportunities and the utilization of employees. An Owner Operator who believes he is not receiving said reasonably equitable work opportunities shall request a meeting with management and the Union, wherein he shall explain his concern. The Company and the Union shall discuss the Owner Operator's concern and ensure the Owner Operator receives said reasonably equitable work opportunities. Notwithstanding the foregoing the Company retains the right to lay-off an Owner Operator(s) in accordance with their seniority and/or their lack of providing the required equipment.
5. A committee, comprised of one (1) Company Appointed Representative, one (1) Straight Truck Representative, and one (1) Tractor O/O Representative shall be established to review hours of work for per Owner Operator and revenue earned by the truck or tractor to ensure that work is being distributed in a balanced manner. The committee shall meet monthly or as needed. Findings of the committee shall be made available to the Owner Operator's, upon written request. Subject matter experts, such as Human Resources Representatives of the Company or Union Representatives, may attend as requested by a Committee Representative. Straight Truck Representative and Tractor Owner Operator's Representative shall receive remuneration of twenty (\$20.00) dollars per meeting hour, meeting rate, for attending said meeting.

APPENDIX "C" (cont'd)

DISPATCH CRITERIA

The following criteria shall be used in the Dispatch of the Owner Operator(s) ["OO(s)"] and as provided for in Dispatch Principles:

1. OO(s) Availability

The OO(s) shall be available for assignment of work for twelve (12) hours each day. At the beginning of the shift an OO can request to be released. Request will not be unreasonably declined.

Subject to the foregoing, any OO who desires to be released from work following completion of the 'morning run(s)' shall request the same from the Dispatcher. In such case, the Dispatcher will consider this request, in accordance with the anticipated afternoon workload, as well as any other similar request(s). Seniority of the OO vis-à-vis others with similar equipment will be considered, as well as their geographic location. These requests will be reviewed at the monthly committee meetings.

2. Equipment

By class of OO (as described in 2. foregoing), each OO shall provide equipment suitable to conduct all work within the class as new equipment is acquired.

3. Shift Starting Times – Tractors

Shift starting times for Tractors shall be posted as required by the business and awarded in accordance with seniority. Notwithstanding the foregoing, said starting times shall be posted at least each three (3) months.

The regular posted tractor start times shall have a window of one (1) hour on either side of that start time for appointments. In the event outside cartage is being used that day, O/O(s) must start no later than one (1) hour after their regular start time. If there are a lot of appointments in the morning, the driver shall be offered the appointment up to one and a half (1 ½) hours before his regular start time before an outside driver is asked. This is subject to the driver having a minimum of ten (10) hours off between shifts and he may not reduce his current shift in order to be available for the next day's shift unless mutually agreed to by both the driver and Company.

4. Tractor Dispatch Criteria

- a) Work will be assigned based on balanced distribution of hours by seniority.
- b) Additional work that becomes available on shift will be offered to the Owner Operator on shift, by seniority, provided they do not exceed "hours of service" regulations.
- c) Additional work that cannot be accommodated by the Owner Operator's on their scheduled shift will be offered, by seniority as an "extra shift", subject to the driver having a minimum ten (10) hours off between shifts, and may not reduce their current shift to be available.
- d) Additional work that cannot be covered in Appendix "C", 5 a), b), and c) will be offered to laid-off drivers as per 5.01 as long as they are covered under either

their own NSC as independent operators or the Company's NSC. If they are unavailable, outside carriers will be used.

5. Tractor Extra Shifts

When the Owner Operator reports for duty on an extra shift, beyond their scheduled work week, they shall be guaranteed a minimum of four (4) hours for a Non-Stat Day or Stat Day and/or pay unless work is curtailed due to reasons beyond control of the Company.

6. Straight Truck (5 Ton) Criteria

Based on the work available and meeting the customer(s) expectations, and monitoring the daily Owner Operator's Activity Report, the dispatcher(s) will assign work in a manner designed to provide reasonably equitable revenue within each class of Owner Operators (Straight Trucks; Tractor/Pups),

Considerations will include, but not be limited to the following:

- area rotation;
- appointment times;
- customer expectations (e.g. timing request re pick-up/drop-off);
- optimizing pick-up/delivery of freight;
- ability of Owner Operator to meet service requirements (e.g. number of stops and timing of service);
- volume and size of shipments.

If an Owner Operator is called in for a specific start time appointment, no work is available, and he is requested to wait, he will be paid as per Exception Rates, Appendix "A", c) exception rates, vii.

APPENDIX "D" OWNER OPERATORS

The following terms and conditions apply respecting the provision of services to the Company by the Owner Operator in exchange for payment by the Company:

1. Definitions

- (a) "Equipment" means that equipment described in Schedule "A" duly signed by both the Owner Operator and the Company. Said Schedule "A" forms part of this Appendix. Should the Company reasonably decide that equipment different from that which is provided for in the current Schedule "A" between the Company and the Owner Operator is required to more efficiently perform the work, the Owner Operator shall be provided the opportunity to obtain said different equipment and thereby maintain his standing within the Owner Operators' seniority grouping and a new Schedule "A" shall be signed. Should the Owner Operator decide not to obtain said different equipment, he shall continue on lay-off status in accordance with the Collective Agreement.

Owner Operators shall replace their equipment on or before its attainment of fifteen (15) years of age unless specifically agreed to in writing by the Company. After twelve (12) years O/O equipment will be inspected annually to meet Company presentable expectations.

Tractor/Pup – Replacement

In the implementation of the above, if at the time of replacement:

The Company wants the Owner Operator to continue as a Tractor/Pup, the Owner Operator is responsible to purchase the replacement same sized Tractor and the Company will supply the Pup Trailer; or if

The Company does not want the Owner Operator to continue as a Tractor/Pup, in accordance with his/her seniority the Owner Operator will decide to either purchase a larger Tractor or a Straight-Truck.

- (b) "Qualified Driver" is a person who:
- (i) Qualifies under, and complies with, all laws and regulations in the jurisdiction in which he/she drives; and
 - (ii) Qualifies under and complies with all the rules and regulations of the Company; and
 - (iii) Complies with the terms of this Agreement, including all attachments.
- (c) "Owner Operator" includes a relief driver of the Owner Operator.

2. Equipment and Driver Availability

- (a) The Owner Operator will provide the Equipment as set out in 1.(a) foregoing exclusively for the provision of services pursuant to this Agreement. The Owner Operator will not use the Equipment for private purposes.
- (b) The Owner Operator shall ensure that the Equipment will be painted a base color according to the specifications of the Company, with the cost of such painting to be borne by the Owner Operator. Should the Company subsequently change the base color, the initial repainting of the equipment to the new base color shall be at the expense of the Company.
- (c) The Owner Operator will make the Equipment and a Qualified Driver available as and when they are requested by the Company.
- (d) The Company shall be entitled to paint and/or decal the logos of its choosing on the Equipment, with the cost of such logos to be borne by the Company. The cost of any replacement logos on the Equipment will be shared equally between the Company and the Owner Operator. In the event of the termination of the Owner Operator's employment with the Company, the Owner Operator is required to remove the logo from the Equipment. The Company has the right to withhold final payment for services until all such logos are removed.

3. Payment

The Company shall pay the Owner Operator in accordance with Appendix "A" of this Agreement, based on the following:

- (a) Manifests and/or documents, as determined by the Company, shall be prepared in accordance with the rate schedule as shown in Appendix "A" and submitted as required.
- (b) The Company shall provide a statement and shall pay the Owner Operator, less any amount properly deducted for holdback, advances and/or expenses, provided that any or all amounts due and owing to the Owner Operator may be withheld by the Company when acting in accordance with this Appendix, on the following schedule:
 - (i) Invoices for periods ending on the 15th of each month will be paid by the Company on the last day of that month.
 - (ii) Invoices for periods ending on the last day of each month will be paid by the Company on the 15th day of the following month.

Owner Operators shall be paid a FSC which will be calculated and implemented as per past practice with a fuel cap of 16.9% as per the published LTL Versacold FSC. When the fuel prices meet with the payment to drivers as per table 1, the driver's FSC will increase with the cost of fuel. If the Versacold FSC is 16.9% or lower, the previous method of calculating FSC will apply.

The Owner Operator will continue to work with the Company to minimize fuel consumption.

- (c) There will be a holdback of \$1000.00 deducted from the revenues owing the Owner Operator. These deductions will be taken in \$500.00 increments off the first two (2) pay statements. This provision shall not apply to Owner Operators hired prior to March 1, 2001; their current terms and conditions regarding this subject shall remain.
- (d) Upon termination of the Owner Operator's employment, the Company shall calculate what, if any, money is due and owing to the Owner Operator. For accounting purposes the termination date will be recorded as the last day of the pay period in which the termination was effected.
- (e) All revenues owing to the Owner Operator, less deductions, will be released on the second payday following the accounting termination date. On the third payday following the accounting termination date, the holdback less any further outstanding debits, will be released to the Owner Operator.

4. Expenses

- (a) The Owner Operator is responsible for and shall pay any and all expenses arising from this Appendix, except those that are specifically undertaken by the Company.
- (b) The Owner Operator is responsible for and shall pay any and all costs, expenses fees, and fines related to any acts of the Owner Operator in the performance of this Appendix, except when circumstances are beyond the control of the Owner Operator and the Company has been informed within half an hour of such circumstances.
- (c) The Company may pay any or all costs for which the Owner Operator is liable under clause (a) and/or (b) of this section and may seek reimbursement from the Owner Operator or deduct such expenditures from revenue due and owing to the Owner Operator.

5. Costs Associated with the Equipment

The Owner Operator is responsible for and shall keep the Equipment in a presentable, good, clean, and safe working condition. Except as specifically indicated elsewhere in this Agreement, the Owner Operator will pay all expenses relating to their Equipment, including:

- (a) Maintenance, in accordance with established Company standards, and in conformity with the laws of all jurisdictions in which the Equipment is used.
- (b) Repairs and/or Inspections.
- (c) Fuel.
- (d) All taxes incurred by the Owner Operator's Equipment.
- (e) Provincial Workers Compensation Board (WCB) premiums (see Schedule "A").

6. Insurance

The Owner Operator will provide the following insurance coverages and/or related payments:

- (i) Liability Insurance - a minimum of \$2,000,000 is required.
- (ii) Cargo Insurance - an Owner Operator shall be responsible to pay the Company's deductible amount (\$5,000.00) of any claim for which they are responsible.
- (iii) Company Owned Equipment Coverage – an Owner Operator shall be responsible to pay the Company's deductible amount (\$5,000.00) of any claim for which they are responsible.
- (iv) Non-Owned Vehicle Insurance – a Tractor Owner Operator must have non-owned vehicle insurance to cover loss or damage to any trailer under his control. In the event of the privatization of the Insurance Corporation of British Columbia, the parties will meet and resolve any resultant substantive increase in the premium of said insurance.

7. General

- (a) Nothing in this Agreement shall be construed as a guarantee by the Company to the Owner Operator of a minimum volume of merchandise, freight or business.
- (b) The Owner Operator shall in the performance of this Appendix comply at all times with the laws of all applicable jurisdictions.
- (c) The Company may, at its discretion and expense, install in the Owner Operator's equipment, a technological device designed to monitor and optimize the distribution operation.
- (d) The Owner Operator shall ensure the Equipment has, at all times, a valid Commercial Vehicle Safety Inspection Certificate.
- (e) The Owner Operator will bear full and total responsibility for all legal liabilities resulting from the improper operation of the Equipment.
- (f) The Owner Operator shall make a report forthwith to the Company in the following circumstances:
 - (i) Any breach or alleged breach of the law by the Owner Operator;
 - (ii) Any accident, claim and/or injury.
- (g) The Owner Operator will provide the Company with proof of active Workers' Compensation Board registration and coverage.
- (h) The Owner Operator will not charge any expenses to the Company without the Company's prior approval.
- (i) All additional Company required safety inspections that are in excess of what is mandated by the National Safety Code shall be paid for by the Company. The

Owner Operator shall be paid two (2) hours at the Tractor rate of pay for the time taken to get additional inspections.

8. Operations

- (a) The Owner Operator will bear full responsibility for the piece count, temperature, and/or condition of all Company goods carried by the Equipment.
- (b) The Owner Operator will bear full responsibility to collect, on behalf of the Company and/or the Company's customers, all monies owing and to keep said monies in safekeeping until delivered as provided for in (c) following. In such case the Company shall give prior notification to the customer.
- (c) The Owner Operator will ensure that all documentation and monies are turned in to the Company at the end of each business day or as otherwise directed in writing by the Company.
- (d) The Owner Operator will maintain a neat and clean appearance and will conduct himself in accordance with the Company codes of conduct.

9. Passengers

The Owner Operator shall not allow any person(s) to be carried on or in the Equipment unless otherwise specifically authorized by the Company.

10. Indemnity

- (a) The Owner Operator agrees to indemnify and hold harmless the Company for any loss, charge, expense and/or damage suffered and/or incurred by the Company as a result of any act and/or omission of the Owner Operator.
- (b) The Owner Operator hereby acknowledges and agrees that he is solely responsible for himself and his relief driver and the indemnity referred to herein shall extend to the acts or failures of any parties for whom the Owner Operator is responsible for at law.
- (c) The Company may withhold all or part of the remuneration owing to the Owner Operator hereunder for the purpose of indemnifying the Company as set out in clauses (a) and (b) of this section.
- (d) The Company shall not be liable for any damages and/or compensation payable to the relief driver in the employ of the Owner Operator in respect of any injury and/or loss sustained by them. The Owner Operator shall indemnify the Company against such damages and/or compensation as aforesaid and against all other losses and/or claims for injury, death and/or damages to property in consequence of the performance by the Owner Operator.

**SCHEDULE "A" EQUIPMENT DESCRIPTION & WORKERS' COMPENSATION BOARD
REGISTRATION [as provided for in APPENDIX "D" 1.(a) and 5(e)]:**

The Owner Operator signatory below agrees to provide the following equipment and maintain it in a safe, presentable, clean, and good condition at all times:

TRUCK/TRACTOR

Year	_____	Engine/H.P.	_____
Make	_____	VIN	_____
Axles	_____	Tare Weight	_____
Wheel Base	_____		

TRAILER/BOX

Year _____

Make _____

Length _____

Axles _____

Compartments _____

REEFER

Year _____

Make _____

Model _____

WORKERS COMPENSATION BOARD

The Owner Operator signatory below agrees to maintain the following account in a fully paid capacity at all times:

WCB Employer Registration Number _____

SIGNED THIS _____ day of _____, 2016.

Owner Operator per:

Company per:

LETTER OF UNDERSTANDING No. 1

BETWEEN: VERSACOLD GROUP SERVICES ULC., DERWENT CENTER

AND: TEAMSTERS LOCAL UNION NO. 213

RE: TIME OFF – WITHOUT RELIEF DRIVER

For the purpose of Time Off for the Owner Operators without a Relief Driver, a written request must be submitted 30 days or earlier in advance of taking said Time Off. Time Off will be awarded by seniority and Management Approval.

Owner Operators shall be granted a minimum of three (3) weeks off per year should they request it. Such request shall be made by February 28 and subject to Company approval by April 1. All vacation requests received after February 28 shall be requested on a first come basis subject to the Company's approval.

SIGNED AT _____, B.C. this _____ day of _____, 2016.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

VERSACOLD GROUP SERVICES ULC.,
DERWENT CENTER

TEAMSTERS LOCAL UNION No. 213

LETTER OF UNDERSTANDING No. 2

BETWEEN: VERSACOLD GROUP SERVICES ULC., DERWENT CENTER

AND: TEAMSTERS LOCAL UNION NO. 213

RE: TRACTOR REMUNERATION

The Parties agree that should the Company require Tractor Owner Operators to move loads in excess of 50,000 lbs (22,680kg) which leads to the need for the equipment to be upgraded in order to perform this work the Parties will meet to discuss a revision to remuneration for the Tractor Owner Operators.

If the Parties cannot come to agreement the matter will be decided through interest arbitration.

SIGNED AT _____, B.C. this _____ day of _____, 2016.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

VERSACOLD GROUP SERVICES ULC.,
DERWENT CENTER

TEAMSTERS LOCAL UNION No. 213

TABLE "1"
OWNER OPERATOR FUEL SURCHARGE CALCULATION

TRACTOR

5-TON

05/01/2013

05/01/2013

Versa Fuel Price Trigger*	Versa FSC %	FSC to Driver %
1.10	16.4	16.4
1.11	16.6	16.6
1.12	16.9	16.9
1.13	17.1	16.9
1.14	17.3	16.9
1.15	17.5	16.9
1.16	17.8	16.9
1.17	18.0	16.9
1.18	18.2	16.9
1.19	18.4	16.9
1.20	18.7	16.9
1.21	18.9	16.9
1.22	19.1	16.9
1.23	19.4	16.9
1.24	19.6	16.9
1.25	19.8	16.9
1.26	20.0	16.9
1.27	20.3	16.9
1.28	20.5	16.9
1.29	20.7	16.9
1.30	20.9	16.9
1.31	21.2	16.9
1.32	21.4	16.9
1.33	21.6	16.9
1.34	21.8	16.9
1.35	22.1	16.9
1.36	22.3	16.9
1.37	22.5	16.9
1.38	22.7	16.9
1.39	23.0	16.9
1.40	23.2	16.9
1.41	23.4	16.9
1.42	23.7	16.9
1.43	23.9	17.1
1.44	24.1	17.3
1.45	24.3	17.5
1.46	24.6	17.7
1.47	24.8	17.9
1.48	25.0	18.1
1.49	25.2	18.2

Versa Fuel Price Trigger*	Versa FSC %	FSC to Driver %
1.10	16.4	16.4
1.11	16.6	16.6
1.12	16.9	16.9
1.13	17.1	16.9
1.14	17.3	16.9
1.15	17.5	16.9
1.16	17.8	16.9
1.17	18.0	16.9
1.18	18.2	16.9
1.19	18.4	16.9
1.20	18.7	16.9
1.21	18.9	16.9
1.22	19.1	16.9
1.23	19.4	16.9
1.24	19.6	16.9
1.25	19.8	16.9
1.26	20.0	16.9
1.27	20.3	16.9
1.28	20.5	16.9
1.29	20.7	16.9
1.30	20.9	16.9
1.31	21.2	16.9
1.32	21.4	16.9
1.33	21.6	16.9
1.34	21.8	16.9
1.35	22.1	16.9
1.36	22.3	16.9
1.37	22.5	16.9
1.38	22.7	16.9
1.39	23.0	16.9
1.40	23.2	16.9
1.41	23.4	16.9
1.42	23.7	16.9
1.43	23.9	16.9
1.44	24.1	16.9
1.45	24.3	16.9
1.46	24.6	16.9
1.47	24.8	16.9
1.48	25.0	16.9
1.49	25.2	16.9
1.50	25.5	17.2
1.51	25.7	17.2
1.52	25.9	17.6
1.53	26.1	17.8
1.54	26.4	18.1
1.55	26.6	18.3
1.56	26.8	18.5

*National average fuel cost minus GST/HST for select cities throughout Versacold's network.



Please remember...

- ✓ To keep us informed of your current address and phone number.
- ✓ To keep the name of your beneficiary up-to-date.
- ✓ If you're off work, your dues become your own responsibility, or you have the right to request a withdrawal card.