

COLLECTIVE AGREEMENT

BETWEEN:

VEDDER TRANSPORT LTD.

AND:

**TRANSPORT, MARINE, WAREHOUSING AND ALLIED
WORKERS UNION, CLAC LOCAL 66**

Duration: November 1, 2015 - October 30, 2018

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BETWEEN:

VEDDER TRANSPORT LTD.

(hereinafter referred to as "the Employer")

AND:

**TRANSPORT, MARINE, WAREHOUSING AND ALLIED
WORKERS UNION, CLAC LOCAL**

(hereinafter referred to as "the Union")

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:
- a) to recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
 - b) to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
 - c) to establish an equitable system for the promotion, transfer, layoff, and recall of employees;
 - d) to establish a just and prompt procedure for the disposition of grievances;
 - e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and

the employees which will be conducive to their mutual well-being.

- 1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees of such rights and privileges without prior consultation with the Union.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02.
- 2.02 This Agreement covers all employees of the Employer in the bargaining unit as established in the Certificate issued by the British Columbia Labour Relations Board and/or the Canada Industrial Relations Board, that is, all employees in British Columbia except office and sales staff.
- 2.03 Except in cases of emergency, or for operational requirements which could not be foreseen or anticipated by the Employer, or for training and instructional purposes, non-working foremen, supervisors, and other non-bargaining unit (employees) personnel shall not normally perform work included in work or job classifications under this Agreement and normally performed by members of the bargaining unit.
- 2.04 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, or subcontracting of any work normally done by any employee in the bargaining unit, except in cases of emergency or for operational requirements which could not be foreseen or anticipated by the Employer, or by mutual

agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

2.05 The Employer agrees that the Union, and its duly appointed representatives are authorized to act on behalf of the Union for the purpose of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.

2.06 The Union acknowledges that it is the function of the Employer;

- a) to manage the enterprise, including the scheduling of work and the control of materials and equipment;
- b) to maintain order, discipline, and efficiency;
- c) to hire, direct, transfer, promote, layoff, suspend, and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure in Article 19.

ARTICLE 3 - UNION REPRESENTATION

3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a) The Union has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters

pertaining to this Agreement, including the processing of grievances.

- b) Union Representatives are representatives of the employees, in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.
- c) The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

3.02 Stewards Attending Meetings

- a) Stewards and other Union Officers in the employ of the Employer will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards and Union Officers at their regular hourly rate while attending to such matters.
- b) Stewards and other Union officers in the employ of the Employer may attend Review or Fact Finding meetings but the Employer shall not be obliged to provide payment except where the Employer has requested the Steward or Union officer to attend.

3.03 Committee Meetings

- a) The Union has the right to appoint members to a Negotiating Committee. Two (2) employees on the Committee shall be paid by the Employer at the regular

hourly rate for all time spent on negotiating a Collective Agreement with the Employer whenever this takes place during the regular working hours of the employees concerned.

b) The Employer will pay Union members on the Union/Management Committee for their attendance at official Union/Management Meetings. Pay shall be at their hourly rate and shall not exceed three (3) hours per meeting. Employees thus entitled shall mark the time clearly on their time sheet for the day.

3.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A Union Representative may attend such meetings.

3.05 There shall be no Union activity on Employer's time or premises, except as provided for in this Article or otherwise authorized by management.

ARTICLE 4 – WORK STOPPAGES

4.01 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will not, in accordance with Section 89 of the *Canada Labour Code*, permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.

4.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not, in accordance with Section 89 of the *Canada Labour Code*, engage

in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send men home when this is not warranted by the workload.

ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to Union members for employment, provided such applicants are qualified to meet the requirements of the job. Despite the foregoing, the hiring decision shall be solely the Employer's.
- 5.02 The Employer may hire new dependent contractors or owner/operators who shall be members of the bargaining unit. Employee driven trips will not be infringed upon by the new dependent contractors or owner/operator trips. It is further agreed that new dependent contractors, owner/operators and part-time employees shall not deprive regular employees of their normal working hours nor unfavourably influence the workload of regular employees. Newly hired dependent contractors shall be shown on a separate seniority list.
- 5.03 The Employer has the right to hire new employees as needed, provided that no new employee will be hired while there are available employees on layoff qualified to do the work. Laid-off employees shall remain eligible for recall for a maximum period of six (6) months.
- 5.04 New employees will be hired on a ninety-(90) day worked probationary period, and thereafter shall attain regular employment status, provided such service is satisfactory to the Employer. Their respective seniority shall be dated back to the

date of the beginning of employment, as per Article 11.01. The probationary period is included in the three (3) months at ninety five percent (95%) of the senior rate as described in Schedule "A" General 6(a).

- 5.05 Probationary employees are covered by the Agreement, except those provisions which specifically exclude such employees.
- 5.06 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred to a Steward or a Union Representative by the Employer in order to give such Steward or Union Representative an opportunity to describe the Union's purpose and representation policies.

ARTICLE 6 – UNION DUES

- 6.01
 - a) The Employer is authorized to and shall deduct monthly union dues, or a sum in lieu of union dues, from each employee's pay as a condition of employment. The Employer is also authorized to and shall deduct administrative dues, or a sum in lieu of administrative dues, from each employee's pay upon an employee's initial hire.
 - b) The amount of union dues and administrative dues shall be in accordance with the Employer Dues Directive issued by the Union, as determined by the National Convention.
- 6.02 The Union will promptly notify the Employer, in writing over the signature of its designated officer, of the amount of the

deduction to be made by the Employer for regular union dues and the Union shall save the Employer harmless for all such deductions.

- 6.03 The total amount deducted will be remitted to the Union's Provincial Remittance Processing Centre each month, by the twentieth (20th) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each.
- 6.04 The Employer shall provide the Union with all necessary information regarding insurance and benefit plans, job classification changes, and terminations. The name, address, date of hire, and classification of new employees shall be provided to the Union once monthly. A list of employees ranked according to classification and showing the employees' rates of pay, shall be forwarded to the Union twice yearly.

ARTICLE 7 - WAGES AND RATES OF PAY

- 7.01 Wage schedules applicable to various job classifications are as set forth on Schedules "A" and "B" and "C" attached hereto and made part hereof.
- 7.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same shall be subject to negotiation between the Employer and the Union.
- 7.03 If a pay day shall fall on a Saturday, Sunday, or statutory holiday, then the pay day shall be the preceding workday prior to the holiday or weekend day.

7.04 Time Sheets, Pay Stubs and Vacation Pay

- a) There shall be no changes to any of the time sheets issued by employees without first consulting with the employee in order to have an explanation for the change. Employees will not put down time of a frivolous nature, and in the event that a consultation with the employee means that the time sheet in question will miss the payroll cut off, no special arrangements will be made to pay the driver for the missed sheet. In such cases the pay will be added to the following pay period.

Time sheets shall have duplicate copies with one copy being retained by the driver.

- b) Pay stubs are to clearly show driver's hours without necessitating the review of trip information.
- c) Vacation Pay for drivers in the Tanker Division shall be paid out on June fifteenth (15th) and December fifteenth (15th) each year.
- d) Vacation Pay for Milk, Vedder Resources, and Wastech Divisions shall be paid out during the drivers' scheduled vacation rotations.

ARTICLE 8 - HOURS OF WORK, OVERTIME AND SUNDAY LABOUR

- 8.01 An employee may refuse to work more than forty (40) hours per week without any negative impact on his work relationship or any discipline. Notwithstanding the above, if for any reason the Employer is unable to cover a shift with a driver, the Employer retains the right to impose a shift on the most junior qualified

and capable driver subject only to the Hours of Service Regulations.

- 8.02 There shall be a fifteen-(15) minute rest period during each half of the shift. Employee and Immediate Supervisor shall jointly determine the timing of the fifteen-(15) minute rest breaks.
- 8.03 There shall be a lunch period of one-half ($\frac{1}{2}$) hour after the first four (4) hours of the shift, which shall be paid where taking lunch does not delay the employee's route. The timing of the lunch break shall be at the discretion of the Immediate Supervisor.
- 8.04 No employee shall be forced to work, or be discriminated against for refusing to work on a Sunday or on a day which according to the employee's religion should be a day free from work. The Employer agrees to allow employees to work on Good Friday and Boxing Day, if work is available, in exchange for two (2) paid days off to observe religious or ethno-cultural holidays other than those referenced in Article 10.01. The employee shall provide the Employer with the dates of the alternative two (2) days for which leave will be requested. It is understood that this clause involves no increased cost to the Employer.
- 8.05 On out-of-town trips the employees shall be paid for time already worked for the day plus breakdown time, the sum total of which is not to exceed twelve (12) hours per day. Lodging, where required, shall be at the Employer's expense. It is expected that employees are as efficient as possible in dealing with a breakdown.

8.06 Layovers

- a) The first twelve (12) hours of a layover are unpaid, except that there shall be a one hundred dollar (\$100.00) payment for lodging. A layover will only apply if the driver has time available under the Hours of Service Regulations to continue on and complete the trip. If a driver has enough hours to complete his trip and he has to lay over he is paid one hundred dollars (\$100.00) as a lodging allowance for the first twelve (12) hours. For the next eight (8) hours he is paid at the normal hourly rate. For the next sixteen (16) hours, the driver is paid one hundred dollars (\$100.00) as a lodging allowance. Payment then continues alternating between eight (8) hours of paid work time and sixteen (16) hours of lodging allowance time until the driver departs on his trip. If the driver does not have enough work hours left to complete the trip, he will be paid one hundred dollars (\$100.00) per day lodging allowance for each twenty-four (24) hour period. In cases where a full sixteen (16) or twenty-four (24) hours has not expired, the one hundred dollar (\$100.00) payment will be pro-rated over the lapsed time.

- b) On specific and special hauls where the driver is based in a city other than the home terminal and can't work regular hours due to slip seating or haul restrictions, the Employer will pay for:
 - i) twelve (12) hours guaranteed for each working day;
 - ii) motel accommodation; and
 - iii) fifty dollars (\$50.00) subsistence for each working day.

8.07 An employee who reports for work in the usual manner but is prevented from starting work due to a cause not within his control shall be entitled to a minimum of two (2) hours' pay. If

an employee begins work, he shall be entitled to a minimum of four (4) hours' pay.

8.08 Acceptance of Schedule

A driver posting into a run with an attached schedule of days and hours worked is understood to accept the schedule of said posting, notwithstanding the provisions of the articles 8.01 and 8.04 of this Collective Agreement.

Drivers holding a posted run, the schedule of which does not conform to the above mentioned articles, may at their option exercise their rights under this Collective Agreement by using the posting procedure to secure a posting in another division where no set schedules are in effect.

ARTICLE 9 - VACATIONS

9.01 Employees will receive annual vacations upon completion of the following years of service, with pay calculated as a percentage of their gross annual earnings:

- a) After one (1) years' service -- two (2) weeks' vacation, with pay at four percent (4%);
- b) After three (3) years' service -- three (3) weeks' vacation, with pay at six percent (6%);
- c) After seven (7) years' service -- four (4) weeks' vacation, with pay at eight percent (8%).

9.02 Vacation Scheduling

- a) Employees entitled to three (3) or more weeks' vacation shall take no more than twelve (12) work days or two (2) weeks during July and August. Additional weeks may be taken at such times as mutually agreed upon by the employee and the Employer.
- b) Employees in the Milk Division and Vedder Resources are subject to the following schedule:

Prime Time periods are:

March 15 – April 14

June 15 – September 14

December 15 – January 14

Milk Division and Vedder Resources drivers shall be restricted to a maximum of two (2) shift rotations during all of Prime Time.

During the vacation selection period identified in Article 9.04 below, drivers will be invited to submit their two (2) preferred rotations by seniority. Following this, drivers will be asked to submit requests for a single rotation, by seniority. Hereafter additional requests for single rotations can be submitted, one at a time, by seniority, until all vacation requests have been processed.

Drivers hired prior to nineteen ninety two (1992) may select all of their vacation during the first selection but shall only be permitted to select up to two (2) weeks during all of Prime Time as identified above. (See also Schedule "A" General 14).

c) Commencing March first (1st), two thousand and fifteen (2015), where gaps in the vacation schedule for the Milk Division and Vedder Resources occur, the Employer agrees to post such available vacation time on the Division's bulletin board provided that relief drivers are available, and subject to operational requirements. Employees may request vacation time thus offered, by seniority, and subject to the restrictions contained in the clauses (a) and (b) of this Article. There is no requirement to post gaps of less duration than a single rotation.

9.03 The Employer will post vacation schedules by October first (1st), each year. Employees shall enter first preference by October twentieth (20th), with the requested vacations to be confirmed by the Employer no later than December fifteenth (15th) in each year.

9.04 The Employer will endeavour to grant vacations at the times requested in the vacation season or period, considering business requirements. If a choice must be made between two or more requests for vacation at the same time, seniority shall apply.

ARTICLE 10 - HOLIDAYS

10.01 The Employer agrees to pay the driver's regular rate of pay for the following eleven (11) general holidays:

New Year's Day
Family Day
Dominion Day

Labour Day
Good Friday
Victoria Day

British Columbia Day
Remembrance Day
Boxing Day

Thanksgiving Day
Christmas Day

Any additional general holidays declared by the Provincial Government shall be covered by the provisions of this Article.

- 10.02 Article 10.01 applies only to employees who have attained regular employment status and who have worked the scheduled workday before and the scheduled workday following the holiday, provided either is within fifteen (15) days of the holiday in question, unless their absence is due to illness, authorized leave of absence, or vacation with pay. In case of an employee's illness or injury, the Employer shall have the right to request a certificate from a qualified medical practitioner.
- 10.03 Drivers working on a general holiday will receive straight time pay for all hours worked on the general holiday and in addition an equal number of hours paid in lieu of the general holiday.
- 10.04 If one of the above named general holidays falls on a regularly scheduled day off, the following regularly scheduled work day shall be observed as the general holiday, unless an alternate day is mutually agreed upon between the Employer and the Union. Any alternative day as provided for here must be agreed upon at least fifteen (15) days in advance of the general holiday.
- 10.05 In the event of a statutory holiday falling on a Tuesday, Wednesday, or Thursday, and where the Employer and the Union mutually agree, the said holiday may be observed the preceding Monday or following Friday.

10.06 Part-time employees shall receive payment for statutory holidays proportionate to their actual time worked calculated on the basis of the four (4) calendar weeks preceding the holiday.

ARTICLE 11 - SENIORITY, LAYOFF AND PROMOTION

11.01 a) The Parties agree that job opportunity shall increase with length of service. Seniority shall be defined as length of service with the Employer (Vedder Transport/Trans Valley Tank Lines Ltd., Vedder Transport 1974 Ltd. and Vedder Resources Ltd.) and shall be calculated on the basis of the employee's most recent date of hire. New employees shall be placed on the seniority list at the end of the probationary period, and their respective seniority shall be backdated to the beginning of employment.

b) Part-timers will have a separate seniority list, and if posting successfully into a full-time position, will be placed at the bottom of the full-time seniority list. Such placement at the bottom of the full-time seniority list shall not negatively affect the employee's rate of pay.

c) Probationary and part-time drivers will not be eligible for the RRSP provisions contained in Schedule "A" or the Health and Welfare Program and other benefits provided for in Article 13 of this Collective Agreement and Schedule "A" 13, 14, 15, 16, 17.

11.02 Postings

a) The Employer agrees to post all vacant positions for a duration of three (3) months or more at all office and/or yard locations for a period of no less than seven (7) calendar days. The posting shall include rate of pay, current schedule

(if pre-determined), required qualifications, skills and abilities.

- b) The Parties to this agreement recognize that a new position may be unique and may require a rate in excess of those contained in the collective agreement. In such case the posted rate may be reviewed by the Parties.
- c) Employees going on vacation or Employer-approved leave of absence may indicate in writing which posting(s) they may wish to apply for should a vacancy arise during their absence.
- d) During the selection process and until the posting has been awarded, the Employer may fill the vacancy at his discretion.

11.03 Departments

Seniority shall be departmental, recognizing the following four (4) departments:

- 1. Milk
- 2. Tanker
- 3. Wastech
- 4. Resources (seniority by terminal)
 - i. Prince George
 - ii. Creston
 - iii. Enderby
 - iv. Abbotsford

11.04 Seniority Lists

- a) The Employer shall maintain separate seniority lists for each department/terminal and shall keep a record of any cross-divisional experience gained by each employee. The

seniority lists shall be published quarterly. A copy shall be posted at all work locations and sent to the Union Office.

- b) Where an employee's placement on the seniority list is in dispute, the employee may file a grievance no later than thirty (30) days after the list has been posted. If unchallenged, the list shall be deemed correct until the list gets reposted.
- c) Where drivers have commenced employment on the same day, their seniority ranking shall be determined by lottery.

11.05 Selection Criteria

The Employer shall consider applicants for a posted vacancy based on qualifications, skill and ability. Where the above factors are relatively equal, seniority shall be the deciding factor. The Employer shall consider qualified, skilled and able applicants in the following sequential order:

1. Applicants from the same seniority list, by departmental or terminal seniority (whichever is relevant);
2. Applicants from another seniority list by overall seniority;
3. Probationary employees; and,
4. New hires.

11.06 Transfers

Employees who are qualified and able to work in another department/terminal may request a transfer, in writing, to the other department. When a vacancy occurs, the Employer shall, when filling the vacancy, select the qualified and able employee-applicant requesting a transfer instead of a new hire. The transferring employee shall maintain his overall seniority for the purpose of length-of-employment driven entitlements but shall

start at the bottom of the seniority list in the other department/terminal.

11.07 Layoff and Recall

In the case of layoffs, the Employer shall lay off probationary employees first, per department/terminal. If further layoffs are warranted, employees shall be laid off in inverse order of seniority, per department/terminal, provided that the remaining employees are qualified and able to perform the work.

Recall shall be in reverse order of layoff, provided that the returning employee is qualified and able to perform the work.

- 11.08 a) The Employer shall give two (2) weeks' notice of layoff to affected employees. Similarly, employees wishing to terminate their employment shall give two (2) weeks' notice to allow the Employer to hire an adequate replacement. Notice as required by this Article may be varied if the parties mutually agree or if emergencies arise.
- b) Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after the layoff took place.
- c) Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within seven (7) workdays when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.

11.09 Bumping

- a) In order to avoid layoff, drivers may bump junior drivers on another seniority list provided they are qualified and able to

perform the work in the other department with up to one (1) week paid training and familiarization with the job. Vedder Resources Drivers may not bump into Vedder Transport Milk or Tanker Divisions.

- b) Drivers bumping into a department with different or fewer monetary entitlements shall continue to receive the monetary entitlements attached to their own posting for a period of two (2) months, with the exception of the rate of pay, which shall be in accordance with the schedule in effect at the department they bump into.

11.10 Senior employees may request preferred starting times on established runs or shifts. Such requests shall be discussed and resolved at the Union/Management meetings.

11.11 In the event that the Employer purchases additional trucks, such newly acquired equipment shall normally be assigned to the most senior driver subject to operational requirements. However, if a driver's vehicle is replaced or traded, the Employer will assign the new equipment to that driver and seniority shall not be a factor.

11.12 Seniority rights shall cease for an employee who:

- a) voluntarily terminates his employment;
- b) is discharged and such discharge be not reversed through the Grievance Procedure;
- c) is absent for more than three (3) consecutive working days without notification to the Employer or without a reasonable explanation;

- d) is laid off for a continuous period or more than six (6) consecutive months;
- e) is absent due to a job related sickness or injury for a continuous period of more than twenty-four (24) months, and there is no reasonable expectation of a successful return to work;
- f) is absent due to a non-work related sickness or injury for a continuous period of more than eighteen (18) months, and there is no reasonable expectation of a successful return to work.

ARTICLE 12 - COURT DUTY

12.01 It is agreed that the Employer shall compensate employees for the difference between their wages and payment received while serving as a subpoenaed witness in a court action or Coroner's Inquest where the employee is not a party.

ARTICLE 13 - HEALTH AND WELFARE PROGRAM

13.01 In order to protect employees and their families from the financial hazards of illness, the Employer agrees to pay one hundred percent (100%) of the premium cost of the Gold Plus Enhanced Health and Welfare Plan, administered by the CLAC Health and Welfare Trust Fund. An outline of the Plan is listed in Schedule "D". Premiums shall be remitted monthly, in accordance with the timelines stipulated for union dues. The Employer also agrees to pay one hundred percent (100%) of the drivers' MSP premiums.

- 13.02 a) Employees are eligible to receive coverage on the first (1st) day of the month following completion of the probationary period. At that time, the Employer shall remit one (1) month's premiums to commence coverage and shall continue to submit as per Article 13.01 thereafter. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.
- b) It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

Probationary employees are not entitled to the provisions of this Article.

- 13.03 The Employer agrees to pay the premiums referenced in Article 13.01 to provide uninterrupted coverage for the following maximum periods:
- a) In case of layoff – two (2) months' coverage in addition to the month in which the layoff took place;
- b) In case of non- job related sickness or injury – three (3) months beyond the month in which the sickness or injury commenced;
- c) In case of job related injury or illness – six (6) months beyond the month in which the illness or injury commenced.

Actual coverage and eligibility requirements for the Health and Welfare Plan shall be as per the Plan Document of the CLAC Health and Welfare Plan.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 The Employer shall grant leaves of absence without pay and without loss of seniority rights, for the following reasons for a maximum period of three (3) months:

- a) marriage;
- b) illness in the immediate family;
- c) death in the immediate family;
- d) union activity.

The Employer may grant leaves of absence, without pay and without loss of seniority rights, if an employee should wish to visit out of the country.

14.02 The above shall not preclude extensions for personal illness where it is established in an application submitted prior to the expiration of the leave of absence that such request for extension is justified.

14.03 Bereavement Leave

In the event of death in an employee's immediate family (parent, sister, brother, spouse, child, mother-in-law, father-in-law, grandparent, grandchild), the employee shall be entitled to be absent from work three (3) days with pay, if these are

working days. The Bereavement Days shall be taken within sixty (60) calendar days of the date of passing.

ARTICLE 15 - ACCIDENTS

15.01 When an employee is involved in an accident for which he is not responsible, provided he has started his shift, he shall be paid at the regular hourly rate for the remainder of his normally scheduled shift.

ARTICLE 16 - SAFETY CONDITIONS AND EQUIPMENT REPAIRS

16.01 The parties agree to maintain the highest standard of safety, health, sanitation, and working conditions throughout the Employer's operation.

16.02 The Employer shall supply forms on which employees can note, at the end of each shift or trip, both safety defects and other data relating to the functioning of such equipment. Such forms shall provide for a statement of the problem or condition which requires action, as well as for the comments and signature of the service man that performs the work.

16.03 The Employer is responsible to direct the repairs as necessary to conform with the safe and efficient operation of the equipment. No employee shall be required to use equipment that he considers unsafe. However, the employees agree that, in matters not affecting the safety of the equipment, the Employer has the sole discretion regarding the use of such equipment.

ARTICLE 17 - TWO-WAY RADIO COMMUNICATION

17.01 There shall be no disciplinary discussions between the Employer and the employee over the two-way radio system. The Union in no way wishes to diminish the usefulness of the radio for the Employer in conveying information and instructions or in asking employees from refraining from doing a certain action. However, if an employee is to be reprimanded as the result of an action, such discipline shall be conducted during a personal discussion directly between the Employer and the employee concerned.

ARTICLE 18 - UNION-MANAGEMENT COMMITTEE

- 18.01 a) The Employer and the Union agree to schedule a Union-Management meeting every three (3) months, or as required, during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The area for discussion shall include, but not be limited to:
- i) hiring policies;
 - ii) discipline and discharge policies;
 - iii) training and promotion;
 - iv) safety measures;
 - v) matters that affect the working conditions of the employees.
- b) The Employer and the Union shall each appoint two (2) representatives to the Union-Management Committee. The minutes shall record the business of each meeting and a copy shall be mailed to the Union's provincial office. Each division will have a committee.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.01 The parties to this Agreement recognize the Stewards and the Union Representatives specified in Article 3, as the agents through which employees shall process their grievances and receive settlement thereof.
- 19.02 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than ten (10) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.
- 19.03 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 20, by-passing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward or a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 19.04 A "Group Grievance" is defined as a single grievance, signed by a Steward or a Union Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors' shall be listed on the grievance form.

19.05 Step 1

- a) Prior to filing a grievance, the employee shall make an informal effort to settle the dispute with the immediate supervisor. The employee has the right to be represented by a steward at the meeting. Drivers on out of town trips may telephone their immediate supervisor in an attempt to settle the dispute. The supervisor shall reply to the employee no later than two (2) workdays after the meeting, or telephone call, took place.

- b) Where the informal meeting has not resolved the dispute, the aggrieved employee may, through the steward or union representative, file a Step 1 grievance with the manager or his designate within ten (10) workdays following the date upon which the supervisor responded or the date such response was due. This is a mandatory time limit. The time limit shall not apply to payroll errors.

- c) The manager or his designate shall deal with the grievance no later than the fifth (5th) work day following the day the grievance was submitted and will notify the grievor and the Union of his decision in writing.

19.06 Step 2

If the grievance is not settled under Step 1, a Union Representative may, within five (5) workdays of the decision under Step 1, or within five (5) workdays of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within five (5) workdays following said meeting.

19.07 Due to distances, the time limits beyond Step 1 shall remain flexible in order to deal fairly with the Grievance.

ARTICLE 20 - ARBITRATION

20.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.

20.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.

20.03 If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.

20.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.

20.05 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either party may request the Minister of Labour to appoint a single Arbitrator.

20.06 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally, via facsimile or by registered mail. If

served by registered mail, the date of mailing shall be deemed to be the date of service.

- 20.07 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses to meet to appoint an Arbitrator, the party not in default may apply to the Minister of Labour to appoint a single Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.
- 20.08 It is agreed that the single Arbitrator shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Articles 19 and 20 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 20.09 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated on the basis of mileage, hourly or trip rate times normal trip miles, hours or trips, as applicable, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 20.10 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which is in the opinion of the Arbitrator just and equitable.
- 20.11 The parties will equally bear the expense of the single Arbitrator.

20.12 An Arbitrator dealing with a matter other than discipline shall be empowered to render his/her decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 21 - DISCHARGE, SUSPENSION AND WARNING

21.01 When the conduct or performance of an employee calls for a reprimand of record by the Employer, such a reprimand shall be in writing, with a copy of the reprimand forwarded immediately by the Employer to a Steward, and to the office of the Union. Prior to issuing such a reprimand, the Employer shall interview the employee in the presence of a Steward or Union Representative if requested by the employee.

Reprimand of Record shall be deleted from the employee's file after eighteen (18) months provided that there have been no new infractions of a similar nature.

21.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following the suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration. This provision excludes probationary employees.

21.03 Employees may, during regular office hours, have access to their own file as kept by the Employer.

ARTICLE 22 – DEFINITIONS

- 22.01 a) A full-time employee, is a regular employee who is appointed to a full-time posting. The hours of a full-time position shall normally amount to forty (40) hours or more per week or as governed by Article 7.04. A full-time employee is an employee who works, on average, at least thirty-two (32) hours per week.
- b) A part-time employee is a regular employee appointed to a part-time posting, who works, on average, fewer than thirty-two (32) hours per week.
- c) A casual employee is an employee who works from time to time but who does not have a regular schedule of hours.
- d) A ‘day’ is a calendar day, unless otherwise noted.
- e) A ‘year’ is a calendar year, unless otherwise noted.

ARTICLE 23 - DURATION

23.01 This Agreement shall be effective on the first (1st) day of November, two thousand fifteen (2015) and shall remain in effect to and including the thirtieth (30th) day of October, two thousand eighteen (2018), and for further periods of one (1) year unless notice in writing is given by either party, of the desire to cancel, change, or amend any of the provisions contained herein, within the four (4) months immediately preceding the date of expiry of the Agreement. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.


23.02 Notwithstanding Article 23.01, the parties agree that all provisions of the expired Collective Agreement will remain in full force until mediation procedures have been exhausted.

23.03 The Employer and the Union agree to exclude the operation of Subsections (2) and (3) of Section 50 of the *Labour Relations Code of British Columbia*.

DATED at Abbotsford, B.C., this 23 day of February, 2016.

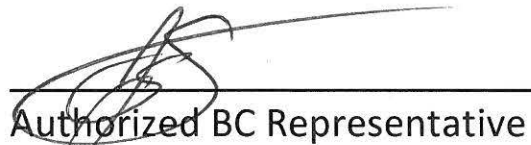
SIGNED on behalf of
VEDDER TRANSPORT LTD.

SIGNED on behalf of
TRANSPORT, MARINE,
WAREHOUSING AND ALLIED
WORKERS UNION, CLAC
LOCAL 66



Authorized Representative

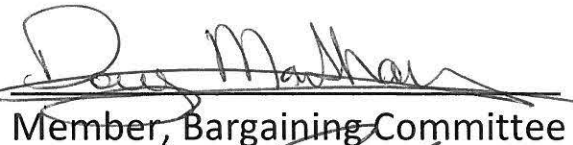
Authorized Representative



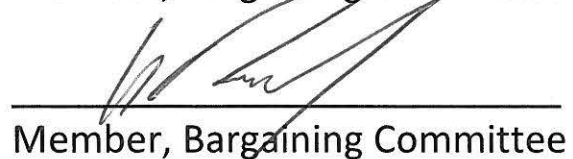
Authorized BC Representative



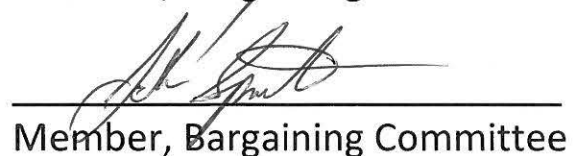
Member, Bargaining Committee



Member, Bargaining Committee



Member, Bargaining Committee



Member, Bargaining Committee

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY
MILK AND TANKER DIVISIONS

1. Hourly Rates – B.C.

Class	Rate as of Oct. 31, 2015	2% increase	2% increase	2% increase
		Effective Nov 1, 2015	Effective Nov 1, 2016	Effective Nov 1, 2017
Tanker Division	29.24	29.82	30.42	31.03
Milk Division	29.24	29.82	30.42	31.03

It is agreed that the above rates are made up as follows:

- eighty-five percent (85%) of the rate being the base rate;
- fifteen percent (15%) of the rate being a contribution to cover any overtime that may be worked.

All hourly work shall be at the above rates, including farm pick-up destined for points outside of BC.

There shall be a one dollar and fifteen cents (\$1.15) per hour premium for all hours driving, operating, or working with trucks numbered 150, 153 or 181 or any other truck equipped with a crane.

2. Mileage Rates – B.C.

Milage Rates - BC (rate per mile)	Rate as of Oct. 31, 2015	2% increase	2% increase	2% increase
		Effective Nov 1, 2015	Effective Nov 1, 2016	Effective Nov 1, 2017
5&6 Axle	\$0.638	\$0.651	\$0.664	\$0.677
7&8 Axle	\$0.674	\$0.687	\$0.701	\$0.715

Loading and unloading and tarping and untarping, paid as per BC Hourly rates.

3. Mileage Rates - Canadian Outside of B.C.

Milage Rates -		2% increase	2% increase	2% increase
Canadian Outside	Rate as of	Effective	Effective	Effective
BC (rate per mile)	Oct. 31, 2015	Nov 1, 2015	Nov 1, 2016	Nov 1, 2017
5&6 Axle	\$0.567	\$0.578	\$0.590	\$0.602
7&8 Axle	\$0.591	\$0.602	\$0.614	\$0.626

Alimet hauled for Novus shall remain at B.C. rates. Alimet hauled into the United States will be paid at U.S. rates from last Canadian destination into the U.S. and back to first Canadian destination.

Hourly rates for loading and unloading, tarping and untarping and tank wash:

		2% increase	2% increase	2% increase
	Rate as of	Effective	Effective	Effective
Hourly Rates	Oct. 31, 2015	Nov 1, 2015	Nov 1, 2016	Nov 1, 2017
Loading/unloading tarping/untarping	\$27.64	\$28.19	\$28.75	\$29.33

Layover Rate: \$100.00.

4. Rates - U.S.

B.C. hourly rates in effect for trips up to Marysville, Washington, seventy-five (75) road miles south of Abbotsford. This includes Soprema loaded at Anacortes.

Tankers will receive Canadian Outside of B.C. rates up to Tacoma. Mileage beyond Tacoma is as follows:

Mileage beyond Tacoma (rate per mile)	Rate as of Oct. 31, 2015	2% increase	2% increase	2% increase
		Effective Nov 1, 2015	Effective Nov 1, 2016	Effective Nov 1, 2017
5 Axle	\$0.554	\$0.565	\$0.576	\$0.588
6 Axle	\$0.564	\$0.575	\$0.587	\$0.599
7 Axle	\$0.574	\$0.585	\$0.597	\$0.609
8 Axle	\$0.584	\$0.596	\$0.608	\$0.620

5. Rates – U.S. General

Load and unload, tarp and untarp: same as Canadian Rates Outside B.C.

Tank wash paid by the hour at the rate of \$24.50 per hour.

All other conditions for U.S. hauling are the same as in the current collective agreement except the ninety-five percent (95%) rate which does not apply in the U.S.

It is agreed that on a trip involving U.S. miles, where a load is taken from a Canadian origin to a Canadian destination, Canadian mileage rates will be paid for the entire trip.

6. Layovers

- a) All layovers have to be at the request of, and approved by Dispatch.
- b) Does not apply to first twenty-four (24) hours of being ready to load.
- c) Canadian Daily Layover Rate: \$100.00 CDN
- d) US Daily Layover Rate: \$75.00 USD

7. Over-dimensional premium

An over-dimensional premium of seven cents (\$0.07) per mile is in effect for all miles driven with an over dimensional load. The premium applies to each over dimension accumulatively.

8. RSP Contributions Schedule

The Employer shall contribute to the employee's RSP as follows:

- a) first (1st) year of employment nil
- b) second (2nd) year of employment \$75.00 per month
- c) third (3rd) year of employment \$150.00 per month
- d) fourth (4th) year of employment \$200.00 per month
- e) starting the fifth (5th) year of \$350.00 per month
employment

Drivers who leave voluntarily or are terminated for cause will not receive their RSP contribution in the quarter of their departure.

9. Premiums

The following premiums are in effect:

- a) Drivers in possession of a BTMR license shall be paid a premium of one dollar (\$1.00) for every hour worked for which such license is required.

- b) Drivers who, at the Employer's instruction, train other drivers shall be paid a premium of three dollars (\$3.00) for every hour worked in a training capacity.

GENERAL

- 1. It is agreed that where drivers are paid on a mileage basis, the mileage calculations will be in accordance with the in-house mileage guide. For destinations not included in the in-house

mileage guide, Version 18 of the PC Miler may be used. Where a dispute arises related to the accuracy of the in-house mileage guide or the PC-Miler, the Union/Management Committee shall be empowered to resolve the difference. In the event that the driver(s) involved disagree with the Committee's decision, said driver(s) shall have access to the Grievance procedure to resolve the matter.

2. In BC, mileage rates are to be paid on all trips of over one hundred (100) miles one way, however, Vancouver Island and Whistler to Boston Bar shall be considered hourly rated work. The parties may negotiate a flat rate to Vancouver Island in the future. Such negotiations are subject to ratification by the employees.
3. Within B.C. all loading and unloading would be paid at the hourly rates, plus road waits of over one (1) hour. Pre-trips, fuelling and chain-ups are included in the mileage rate.
4. It is also agreed that on major breakdowns the employees shall be paid for eight (8) hours out of each twenty-four (24) at the hourly rates.
5. Off-Highway Subsistence
Subsistence will be paid on off-highway work in the following manner:
 - No subsistence will be paid until four (4) hours of off-highway work have been completed.
 - After four (4) hours, one-half (½) hour will be paid in the form of subsistence.
 - After the sixth (6th) hour on off-highway work, a further one-half (½) hour of wages will be paid to cover hours seven (7) to twenty-four (24). Further subsistence will be paid each twenty-four- (24) hour day based on one-half (½) hour pay

for hours one (1) to six (6) and one-half (½) hour pay for hours seven (7) to twenty-four (24).

6. New employees shall be paid as follows:
 - a) first three (3) months of employment at ninety-five percent (95%) of the full rate;
 - b) after completing three (3) months of employment, full rate.

7. Safety Bonus

A Safety Bonus of fifty cents (\$.50) per hour worked and/or \$0.0135 per mile driven will be paid out on a quarterly basis to full time drivers who have not caused vehicle damage or cargo losses during the three (3) month period. For the purposes of this clause, a full time driver is defined as a driver who grosses at least thirty thousand dollars (\$30,000.00) per year from Vedder Transport. If in doubt whether a driver will be full time or not, the incentive will be held back until the employee passes this mark.

The Safety Bonus program takes into account vehicle damage and cargo losses only. In the event of minor damage of less than the amount of the quarterly bonus, the cost of repair or loss can be deducted off the bonus amount with the remainder going to the driver.

8. Pension

The Employer agrees to contribute to a group Registered Retirement Savings Plan chosen by the employees in the amount set out in this Schedule. This contribution shall accumulatively be paid quarterly. Drivers who leave their employment or are terminated for cause during the quarter are not eligible for the RRSP contribution of that quarter.

9. All miles travelled off the paved road shall be paid at hourly rates of pay.
10. There shall be a two dollar (\$2.00) per hour premium for all hours worked after 6:00 p.m. and before 6:00 a.m. on any work day. This is done with the understanding that the milk-haul schedule will grant drivers one weekend off per month whenever possible.
11.
 - a) Each driver shall be entitled to receive a work boot allowance on an annual basis, payable at the beginning of each contract year. It is understood and agreed that drivers are responsible for wearing proper safety boots as required by WorkSafe BC and as required by plant and depot rules. The Employer agrees to supply safety vests, hard hats, gloves and fall restraint harnesses as required. Newly hired employees become eligible for the allowance after successfully completing their probationary period. Their allowance may be pro-rated.
 - b) The work boot allowance will be paid by separate cheque. Receipts are not required. The amount of the allowance shall be two hundred fifty dollars (\$250.00).
12.
 - a) Full Time Milk Division drivers who make themselves available to work in addition to their regular rotation, shall be paid a Call-In bonus of seventy-five dollars (\$75.00) for the extra day worked, in addition to their regular wages.
 - b) When a full time Tanker Division driver is called in to work on his agreed days off with dispatch; the driver will receive a seventy five dollar (\$75.00) premium for working the extra shift. This does not include instances where drivers

perform pre-load work the day before their shift or when the driver has taken extra time off in the week.

13. The top sixty percent (60%) of the employees on the seniority list are guaranteed forty (40) hours of work a week.
14. Employees hired prior to January first (1st), nineteen ninety two (1992) are entitled to vacation with pay calculated as a percentage of their gross annual earnings:
 - a) After twelve (12) years of service -- five (5) weeks' vacation, with pay at ten percent (10%);
 - b) After seventeen (17) years' service -- six (6) weeks' vacation, with pay at twelve percent (12%).
15. Sick Days

Regular employees shall accumulate sick days at the rate of one-half (½) day per month to a maximum of twelve (12) sick days. These sick days shall be used by the employee to cover days off due to illness not covered by the weekly indemnity insurance plan. The Employer may request proof of illness before paying employees for sick days. Employees will be allowed to carry over sick days.
16. Attendance Bonus

Milk and Tanker Division

Eight (8) hours (at regular hourly rate) will be paid quarterly to all drivers who have gone the three (3) month interval without using any of their sick days and who have worked no fewer than their scheduled shifts during the quarter. For the purposes of this Article, approved vacation shall be considered time worked and Shift Give-Aways in the Milk Division will not be tracked.

Probationary employees are not entitled to the provisions of this Article.

17. Health Spending Account

- a) All regular post-probationary employees are entitled to a Health Spending Account to a maximum of one thousand two hundred dollars (\$1,200.00) per calendar year, while the CLAC Gold Plus Enhanced Plan is in effect. For an outline of eligible expenses, see Schedule "D" which is included for information purposes and which does not form part of this Agreement.
- b) Unused funds do not carry over into the following year.
- c) Where the Employer requires an employee to obtain a Doctor's Note, the cost of such note may be charged against the employee's Health Spending Account to a maximum of fifteen dollars (\$15.00) per occurrence provided the employee has sufficient funds remaining in the account.
- d) Where an employee is required to submit to a driver's medical examination, the cost of the exam may be paid out of moneys entitled to the driver in the Health Spending Account.

SCHEDULE “B”
WASTECH SOLID WASTE DIVISION – 314 & 316

1. A) Wastech- In Town- 316
- | <u>Flat</u> | <u>Hourly</u> | <u>Breakdown</u> |
|-------------|---------------|------------------|
| 0.00 | 0.00 | 0.00 |

- B) Wastech- Cache Creek- 314

	<u>Flat - Round Trip</u>	<u>Pre-Load Driver</u>	<u>Line Haul Driver</u>	<u>GO Rate</u>	<u>Hourly</u>	<u>Breakdown</u>
Matsqui	300.93	89.25	211.68	270.33	28.06	20.40
Surrey	300.93	89.25	211.68	270.33		
Coquitlam	300.93	89.25	211.68	270.33		
N.Vancouver	321.33	109.67	211.68	290.73		

2. Safety Work Boots

Wastech drivers may claim the cost of Safety work boots or work clothing such as Carhartt or equivalent annually against their Health Spending Account, up to a maximum of two hundred fifty dollars (\$250.00), provided that sufficient funds remain to cover the expense.

It is understood and agreed that drivers are responsible for wearing proper safety boots as required by WorkSafeBC and as required by plant and depot rules. The employer agrees to supply safety vests, hard hats, gloves and fall restraints as required.

3. Glove Allowance

Drivers are entitled to an annual Glove Allowance of twenty-five dollars (\$25.00) payable each January thirty first (31st).

4. Cost of Living Increases and Term

The terms and conditions specific to the Wastech Division shall be adjusted annually on March first (1st), by the percentage of the

CPI, based on the trailing average during the previous twelve (12) months.

5. Orca Fueling Rate

The Orca Fueling Rate shall be equal to one round trip at the three hundred dollars and ninety three cents (\$300.93) rate of pay.

6. Lodging

Where lodging is required, accommodation shall be paid for by the Employer. In addition, twenty-five dollars (\$25.00) without receipt will be reimbursed by the Employer for each night lodging is required.

7. Health Spending Account

All regular post-probationary employees are entitled to a Health Spending Account to a maximum of one thousand two hundred dollars (\$1,200.00) per calendar year, while the CLAC Gold Plus Enhanced Plan is in effect. For an outline of eligible expenses, see Schedule "D" which is included for information purposes and which does not form part of this Agreement.

Unused funds do not carry over into the following year.

- a) Where the Employer requires an employee to obtain a Doctor's Note, the cost of such note may be charged against the employee's Health Spending Account to a maximum of fifteen dollars (\$15.00) per occurrence provided the employee has sufficient funds remaining in the account.
- b) Where an employee is required to submit to a driver's medical examination, the cost of the exam may be paid out of moneys entitled to the driver in the Health Spending Account.

- c) Wastech Drivers may pay for work related shots and vaccines out of their Health Spending Account.
 - d) The company will allow drivers to use their Health Spending Account to pay for hearing tests. Drivers will be able to be tested while the CLAC mobile hearing lab is on site (Dates TBA).
8. It is agreed that the Schedule “B” rates are made up as follows:
- eighty-five percent (85%) of the rate being the base rate;
 - fifteen percent (15%) of the rate being a contribution to cover any overtime that may be worked.
9. In order to secure the job security of the drivers covered by this Schedule and to meet customer requirements for uninterrupted provision of service for the duration of the contract currently in place between the Employer and Wastech, it is agreed that the parties will be bound to the terms and conditions set out herein with respect to the Wastech work for the duration of such contract.

SCHEDULE "C"
Vedder Resources

Class	Trailing average increase	
	Effective Nov 1, 2015	Effective Nov 1, 2016 Effective Nov 1, 2017
Line Haul Positions	\$26.00	
Farm Pickup	\$26.00	

It is agreed that the Schedule "C" rates are made up as follows: eighty-five percent (85%) of the rate being the base rate and fifteen percent (15%) of the rate being a contribution to cover any overtime that may be worked.

Effective November first (1st), two thousand and sixteen (2016) and upon each anniversary of this date, rates of pay shall be increased subject to the twelve (12)-month trailing average of the CPI for British Columbia. In order to have calculations available for a November first (1st) increase, the Parties agree to average the CPI from the period of September first (1st) to August thirty first (31st) preceding.

General

1. Drivers in possession of a BTMR license shall be paid a premium of one dollar (\$1.00) for every hour worked for which such license is required.
2. There shall be a seventy-five cent (\$0.75) per hour premium for all hours worked after 6:00 p.m. and before 6:00 a.m. on any work day and shall apply to both Line Haul Positions and BTMR Positions.

3. There shall be a fifty cent (\$0.50) per hour safety bonus that shall be paid quarterly and shall apply to both Line Haul Positions and BTMR Positions.
4. There shall be a fifty cent (\$0.50) per hour attendance bonus that shall be paid quarterly and shall apply to both Line Haul Positions and BTMR Positions.

Safety Bonus

A Safety Bonus of fifty cents (\$.50) per hour worked will be paid out on a quarterly basis to drivers who have not caused vehicle damage or cargo losses during the three (3) month period.

The Safety Bonus program takes into account vehicle damage and cargo losses only. In the event of minor damage of less than the amount of the quarterly bonus, the cost of repair or loss can be deducted off the bonus amount with the remainder going to the driver.

Safety Bonus Periods	
November 1 - January 31	Paid February 15
February 1 - April 30	Paid May 15
May 1 - July 31	Paid August 15
August 1 - October 31	Paid November 15

Attendance Bonus

The Attendance Bonus will be paid out quarterly to all drivers who have worked no fewer than their scheduled shifts during the quarter. Approved vacation time will be considered time worked, for the purposes of this clause.

A driver who has had an un-scheduled non-culpable absence during the three (3)-month interval and who has made up the lost shifts by

working available extra shifts on days off, shall be eligible for the Attendance Bonus.

Attendance Bonus	
November 1 - January 31	Paid February 15
February 1 - April 30	Paid May 15
May 1 - July 31	Paid August 15
August 1 - October 31	Paid November 15

Health Spending Account

All regular post-probationary employees are entitled to a Health Spending Account to a maximum of one thousand two hundred dollars (\$1,200.00) per calendar year, while the CLAC Gold Plus Enhanced Plan is in effect. For an outline of eligible expenses, see Schedule "D" which is included for information purposes and which does not form part of this Agreement.

Unused funds do not carry over into the following year.

Where the Employer requires an employee to obtain a Doctor's Note, the cost of such note may be charged against the employee's Health Spending Account to a maximum of fifteen dollars (\$15.00) per occurrence provided the employee has sufficient funds remaining in the account.

In order to secure job security for the drivers covered by this Schedule and to meet customer requirements for uninterrupted provision of service for the duration of the contract currently in place between the Employer and the BC Milk Marketing Board, it is agreed that the Parties will be bound to the terms and conditions set out herein with respect to the Vedder Resources Ltd work for the duration of such contract.

SCHEDULE "D"

INSURANCE PLAN COVERAGE – GOLD PLUS ENHANCED

(This Schedule does not form part of the collective agreement but is for information purposes only.)

- \$100,000.00 life insurance per employee under age 65; \$50,000.00 per employee between the ages of 65 and 75;
- \$100,000.00 A.D. & D. per employee under 65; \$50,000.00 per employee between the ages of 65 and 75;
- Dental plan at the latest fee schedule available;
 - Basic services: 100% up to \$2,000.00 per person annually
 - Comprehensive: 50% up to \$2,000.00 per person annually
 - Orthodontic: 50% up to \$3,000.00 lifetime maximum per child under 19
- Prescription drug plan for employee and family at 80% up to \$3,000.00 per person annually (or the provincial Pharmacare cap, if any) and 100% thereafter;
- Optical insurance for employee and family:
 - under 21: \$300.00 per year
 - 21 and over: \$300.00 every two years
- Extended health coverage for employee and family;
- Semi-private hospital coverage with no deductible for employee and family;
- Weekly indemnity insurance (to age 75) with 60% of earnings up to a maximum of \$700.00 per week, payable after the first day of accident or hospitalization and the 14th day of sickness, for a maximum of 119 days;
- Long term disability insurance with 60% of earnings, maximum of \$3,000.00 per month, payable after 120 days until age 65.
- Emergency Travel Assistance
EFAP (Employee Family Assistance Program) through Morneau Shepell

SCHEDULE “E”

ELIGIBLE EXPENSES FOR HEALTH SPENDING ACCOUNT

This Schedule applies to eligible employees covered by Schedule “A” or Schedule “B” of the attached Collective Agreement. This Schedule is for information purposes only and does not constitute part of the Collective Agreement.

Apparatus and Materials

The following apparatus and materials are eligible expenses, including repairs and replacement batteries. Note that all items prescribed by regulations, as indicated by an asterisk (*) below, must be prescribed by a medical practitioner.

- Artificial eye.
- Artificial kidney machine, including reasonable installation, home alteration and operating costs.
- Artificial limb.
- Blood sugar level measuring devices for diabetics.
- Brace for a limb.
- Catheters, catheter trays, tubing, diapers and disposable briefs or other products required by persons who are incontinent by virtue of illness, injury, or affliction.
- Colostomy pads.
- Contact lenses – prescribed.
- Crutches.
- Eye glasses – prescribed.
- Heart monitoring or pacing devices. *
- Hospital bed if required in home. *
- Infusion pumps, including disposable peripherals, used in the treatment of diabetes. *
- Iron lung.
- Ileostomy pads.

- Laryngeal speaking aid.
- Needles and syringes. *
- Orthopedic shoes and boots. *
- Oxygen tent and equipment. *
- Psychologist (if licensed by province to provide therapy or rehabilitation).
- Rocking bed for polio victim.
- Spinal brace.
- Truss for hernia.
- Wheelchair.
- Wigs made for individuals who have suffered abnormal hair loss owing to disease, accident or medical treatment. *
- Any apparatus or material – where payment was made directly to a doctor, dentist, nurse or hospital.
- Any device including replacement parts, designed exclusively for use by an individual who is suffering from chronic respiratory ailment or a severe chronic immune system disregulation. *
- Any power-operated guided chair installation to be used solely in a stairway. *
- Power-operated lifts or transportation equipment designed exclusively for use by or for a disabled individual to allow the individual access to different areas of the building or to assist the individual to gain access to a vehicle or to place his or her wheelchair in or on a vehicle, including track electrical systems to move quadriplegics about a home (e.g., from bed to bath). *
- Reasonable expenses relating to renovations or alterations to a dwelling of a patient who lacks normal physical development or has a severe and prolonged mobility impairment (one that may be expected to last 12 months or more), to enable the patient to gain access to, or to be mobile or functional within, the dwelling.
- Any device designed to assist a person to enter or leave a bathtub or shower, or to get on or off a toilet. *
- A hospital bed including any prescribed attachments. *

- Any device designed to assist an individual in walking where the individual has mobility impairment. *
- Devices designed exclusively to enable an individual with mobility impairment to operate a vehicle. *
- An external breast prosthesis that is required because of a mastectomy. *
- Any device to aid the hearing of a deaf person including bone-conduction telephone receivers, extra loud audible signals and devices to permit volume adjustment of telephone equipment above normal levels.
- Television closed caption decoders for the deaf. *
- Any equipment and accessory that enables a deaf or mute person to make and receive telephone calls including visual ringing indicators, acoustic couplers, teletypewriters.
- Amounts paid in providing additional equipment and accessories to others in order to make telephone communication possible with those other persons are also allowed as medical expenses. *
- Electronic speech synthesizers that enables mute individuals to communicate using a portable keyboard. *
- Optical scanners or similar devices designed to be used by a blind individual to enable him to read print. *
- Synthetic speech systems, Braille printers and large print-on-screen devices that enable blind persons to utilize computers. *
- Monitors that can be attached to babies identified as being prone to sudden infant death syndrome and which sound an alarm when the baby stops breathing. *
- Electronic or computerized environmental control systems designed exclusively for the use of an individual with severe and prolonged mobility restrictions including electronic control systems for quadriplegics. *
- Extremity pumps or elastic support hose designed exclusively to reduce swelling caused by lymphedema. *

Medical Treatments – If prescribed

- Blood transfusion Diathermy Electric
- Shock treatments Healing services
- Hydrotherapy Insulin treatments
- Injections X-ray treatments
- Nursing (by registered nurse)
- Pre-natal, post-natal treatments
- Psychotherapy Radium therapy
- Speech pathology or audiology
- Ultra-violet ray treatments
- Whirlpool baths

Transplants

For nineteen ninety eight (1988) or later years, on behalf of a patient who requires a bone marrow or organ transplant, the reasonable costs of locating a compatible donor and arranging for the transplant, including legal fees and insurance premiums; and reasonable travelling, board and lodging expenses for the donor and a companion, as well as the recipient and a companion incurred in respect of the transplant.

Additions:

- Hearing tests by licensed technician (Milk and Tanker)
- Work related shots and vaccines (Wastech Division) Drivers Medical Exam

Note: Some items that have been added will be deemed as taxable benefits and will show as such on your T4

MEMORANDUM OF AGREEMENT #1

BETWEEN:

VEDDER TRANSPORT LTD.

(hereinafter referred to as "the Employer")

AND:

**TRANSPORT, MARINE, WAREHOUSING AND ALLIED
WORKERS UNION, CLAC LOCAL 66**

(hereinafter referred to as "the Union")

The Parties to this Memorandum of Agreement agree, in light of the considerations stated, to the following terms and conditions regarding the takeover by the Employer of the transport of Rogers Flour products out of Armstrong and Chilliwack, including the employment of eligible Rogers Flour drivers:

Considerations:

- A. Rogers Flour drivers are not currently covered by a Collective Agreement and have no seniority;
- B. Vedder Transport is not purchasing, or in any way obtaining control over the distribution portion of Rogers Flour, but is only providing a contracted service to the customer. The successorship provisions of Section 35 of the *BC Labour Relations Code* do not apply.

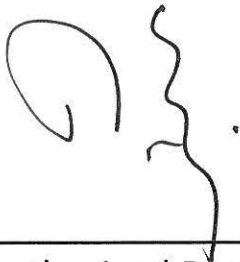
The Parties agree that:

- 1. Existing drivers of Rogers Flour, whether company drivers or owner-operators, will keep their positions if they meet the hiring requirements of the Employer, and are hired by the Employer;

2. The positions of existing Rogers Flour drivers who are hired on by the Employer shall be deemed to be posted positions;
3. Seniority with Vedder Transport commences on the date the Employer hires the Rogers Flour drivers;
4. Rogers Flour drivers who are hired by the Employer, and who do post into another position other than the Rogers Flour haul, and who consequently leave their posted position, may only return to the Rogers Flour haul if they are able to post into a vacant position;
5. Rogers drivers who are hired by the Employer will be covered by all of the terms and conditions of the collective agreement between the Employer and the Union, and will be treated as new hires and subject to the starting rates of Schedule 'A' General 6;
6. Vacant flour haul positions are to be posted in accordance with the terms and conditions of the agreement.

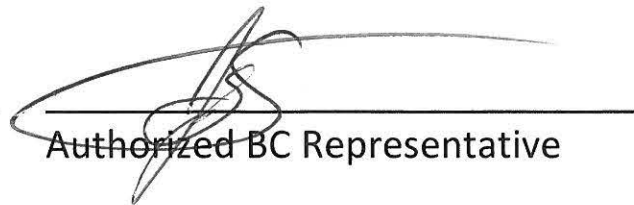
SIGNED at Abbotsford, B.C., this 23 day of February, 2016.

SIGNED on behalf of
VEDDER TRANSPORT LTD.



Authorized Representative

SIGNED on behalf of
**TRANSPORT, MARINE,
WAREHOUSING AND ALLIED
WORKERS UNION, CLAC LOCAL 66**



Authorized BC Representative

MEMORANDUM OF AGREEMENT #2

BETWEEN:

VEDDER TRANSPORT LTD.

(hereinafter referred to as "the Employer")

AND:

**TRANSPORT, MARINE, WAREHOUSING AND ALLIED
WORKERS UNION, CLAC LOCAL 66**

(hereinafter referred to as "the Union")

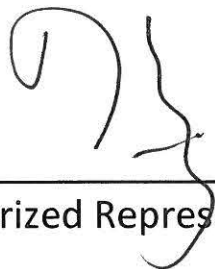
The Parties to this Memorandum of Agreement agree to the following terms and conditions:

1. Each driver is responsible for the cleanliness of the interior of his assigned tractor;
2. Smoking is permitted in the driver's assigned tractor;
3. Smoking is not permitted in another driver's assigned tractor or in a tractor that has not (yet) been assigned to a particular driver;
4. Where a driver smokes in a tractor other than his assigned tractor, the Employer may, at the assigned driver's request, send the tractor in for interior cleaning with the cost of such cleaning charged to the offending driver;
5. The Employer is hereby permitted to deduct the cleaning cost from the offending driver's next pay cheque;

6. Violation of point 3 of this Memorandum of Agreement shall not constitute part of a driver's disciplinary record.

SIGNED at Abbotsford, B.C., this 23 day of February, 2016.

VEDDER TRANSPORT LTD.



Authorized Representative

**TRANSPORT, MARINE,
WAREHOUSING AND ALLIED
WORKERS UNION,
CLAC LOCAL 66**



Authorized BC Representative

MEMORANDUM OF AGREEMENT #3

BETWEEN:

VEDDER TRANSPORT LTD.

(hereinafter referred to as “the Employer”)

AND:

**TRANSPORT, MARINE, WAREHOUSING AND ALLIED
WORKERS UNION, CLAC LOCAL 66**

(hereinafter referred to as "the Union")

Re: Shift Exchanges and Shift Give-Aways – Milk Division

In recognition of the continuous nature of the Milk Division’s business model and the desire to provide the Milk Division drivers with a cost-neutral procedure for shift exchanges and shift give-aways, the Employer and the Union agree to the following. All drivers referred to in this Memorandum must be qualified, TMR-licenced and a current driver in the Employer’s Milk Division.

1. Drivers may exchange or give away shifts subject to:
 - a) HOS regulations
 - b) Proven familiarity with shippers, routes and procedures
 - c) Written approval by Dispatch

2. A driver may give up a shift provided that another driver agrees to work the shift. A driver may exchange a shift with another driver.

3. Shift Exchange and Give-Away Requests must be submitted in writing to Dispatch with a minimum of seven (7) days’ notice and with exchange dates, if any, identified at the time the request is made.

4. There shall be no increased cost to the Employer.

5. Drivers agreeing to cover shifts for other drivers in accordance with this Memorandum while on days off, will not be eligible for the Call-in Bonus contained in Schedule "A" General Article 12.
6. Drivers agreeing to cover shifts for other drivers in accordance with this Memorandum are not entitled to the provisions of Art. 13.03 (Sick Days) on the day(s) they have agreed to work, except as may be approved on an individual basis by the Union/Management (UMGT) Committee.

In the event a driver has agreed to work a shift subject to this Memorandum, but is unable to fulfill his/her commitment to work the shift because of illness, the driver may submit a written request to the UMGT Committee to have his/her entitlement under Art. 13.03 considered. The UMGT Committee shall deal with the request at their next scheduled meeting and will respond to the request in writing. The decision of the UMGT Committee shall be final and denial of the driver's request shall not be considered grounds for a grievance.

7. Approved Shift Exchanges and Give-Aways shall be deemed part of the schedule of the drivers accepting such shifts; drivers failing to work the agreed upon shift(s) shall be subject to discipline and may, subject to a decision by the UMGT Committee, lose the privilege of future Shift Exchanges or Give-Aways on a temporary or permanent basis.

8. The Parties agree that Shift Exchanges and Give-Aways are not a right or entitlement but a privilege.

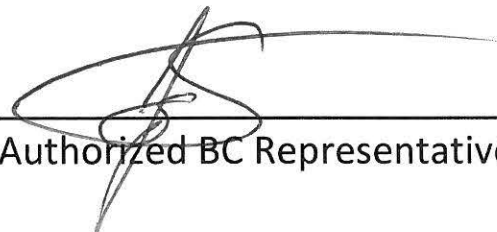
SIGNED at Abbotsford, B.C., this 23 day of February, 2016.

SIGNED on behalf of
VEDDER TRANSPORT LTD.



Authorized Representative

SIGNED on behalf of
TRANSPORT, MARINE,
WAREHOUSING AND ALLIED
WORKERS UNION, CLAC LOCAL 66



Authorized BC Representative

MEMORANDUM OF AGREEMENT #4

BETWEEN:

VEDDER TRANSPORT LTD.

AND:

**TRANSPORT, MARINE, WAREHOUSING AND ALLIED
WORKERS UNION, CLAC LOCAL 66**

This Memorandum of Agreement is intended to clarify the listed selection criteria of Article 11.05 of the Collective Agreement, pertaining to Wastech division drivers desiring to qualify for a vacancy in the Tanker Division or Milk Division:

The Parties agree as follows:

Where no applicants from the same seniority list apply for a posting, qualified, skilled and able applicants from another seniority list shall be considered, by seniority, using the following process:

1. Wastech Division drivers who want to qualify themselves to be considered for posting into a vacancy in the Tanker or Milk Division shall notify the Employer in writing and shall have their names recorded on the Transfer Candidates List which is to be maintained by the Employer. The Employer shall invite interested drivers to add their names no less than thirty (30) days prior to January first (1st) and July first (1st) of each year.
2. The Employer shall maintain two Transfer Candidates Lists, one for the Tanker Division and one for the Milk Division. Potential candidates may choose which list they want to be on; they can only be on one list at a time.

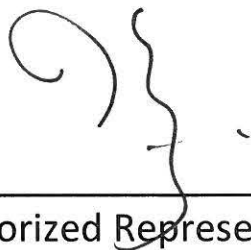
3. The Employer may, at their sole discretion, determine the maximum number of trainees on the Transfer Candidates List.
4. Drivers whose names are recorded on the list, agree to make themselves available for
 - Orientation and Ride-alongs
 - TMR and Procedures training
 - Bulk loading and unloading training
 - Plant Policy and HACCP training
5. Training shall be presented in modules and successful completion of each module duly signed off by the Employer. Timing of training shall be at the Employer's discretion.
6. Listed drivers may make themselves available for training on scheduled days off, on their own time.
7. Listed drivers may increase their availability for training and the frequency of training sessions in order to qualify for a posted vacancy sooner.
8. When a vacancy is posted in the Tanker or Milk Division, the Employer shall select the most senior candidate from among the applicants who have successfully completed all of the training modules.
9. Qualified Drivers are drivers who have successfully completed all training modules and who are now awaiting a vacancy in the appropriate division, either Tanker or Milk.
10. Qualified drivers awaiting a posting agree to make themselves available to work relief shifts in the division they have been trained for.

11. Qualified drivers working a relief shift in either the Tanker or Milk Division shall be paid at least equal to the earnings they would have received had they worked their regular shift in the Wastech Division. There shall be sufficient rest time between the end of the relief shift and the driver's next scheduled regular shift. The Employer agrees to adjust the driver's start time on his next shift where insufficient rest time would otherwise result.
12. In the event that the Employer declares the Transfer Candidates List to be "full", a driver on the list can't be bumped by another driver not on the list.
13. Drivers on the list who do not progress through the training modules, may have their names removed from the list by the Employer, subject to agreement from the Union/Management Committee. Removal from the list shall not give rise to a grievance. Drivers who disagree with the removal of their name from the list may request re-consideration by the Union/Management Committee. Such request shall be in writing with reasons.

Failure to qualify shall result in removal from the list.
Drivers whose names have been removed from the list may re-apply.

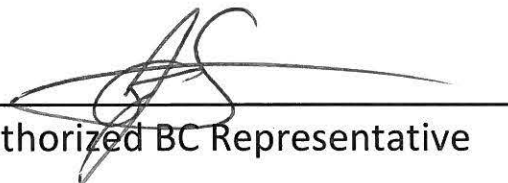
DATED at Abbotsford, BC, this 23 day of February 2016.

Signed on behalf of
VEDDER TRANSPORT



Authorized Representative

Signed on behalf of
**TRANSPORT, MARINE,
WAREHOUSING AND ALLIED
WORKERS UNION,
CLAC LOCAL 66**



Authorized BC Representative

Benefit Plan - Frequently Asked Questions

When do my benefits start?

Your benefits will commence when the conditions for eligibility as set out in your collective agreement have been met by you.

2. What must I do to enroll?

You must make sure that your completed enrolment form is mailed to the CLAC Benefits Team. You should receive this form in your sign-on package.

3. When will I receive my benefit start package?

You should receive your benefit start package at your home about six weeks after your benefit start date. For example, if your benefit start date was April 1, you would expect to see your package around May 15.

4. Why does it take this long?

This is the time required for your employer to send the information for the Benefits Team to process this information, and for your package to be prepared and mailed.

5. What if I have claims before I receive my benefit start package?

Any claims incurred after your benefit start date will be covered. However, we cannot process claims until we receive and enter the information confirming your eligibility.

6. How do I make a claim?

All claims, except those covered by your drug card or electronic dental submission, can be mailed directly to Green Shield Canada with a completed claim form.

- 7. Can my dentist send claims directly to Green Shield Canada?**
Yes. Your dentist can submit your claims electronically to Green Shield Canada.
- 8. Where do I get claim forms?**
- *your union steward*
 - *CLAC's website, www.clac.ca*
 - *the nearest Union office*
 - *the CLAC Benefits Team: 1-888-600-2522*
- 9. Will I receive a prescription drug card?**
Yes. This card is used at your pharmacy when you purchase prescription drugs. You should receive your drug card from Green Shield Canada about a week after you receive your benefit start package.
- 10. What if I don't receive my prescription drug card?**
You may not receive a card if you have not completed your enrolment form, if your address is not complete, or if your birth date is missing. Contact the Benefits Team at 1-888-600-2522 to make sure you receive one.
- 11. How do I make a disability claim?**
You must contact the Benefits Team for the proper claim form. This form must be completed by you, your doctor, and your employer. The form must be sent to the Benefit Administration Office for processing.
- 12. Does my CLAC health plan cover my provincial health care premiums?**
No. Provincial health care covers the cost of such things as visits to your doctor, necessary surgery, and hospital visits. Your extended health plan through CLAC does not include this coverage.
-

However, your provincial health care premiums may be covered by a separate provision in your collective agreement. Check with your local union representative.

13. Does my plan cover me if I am travelling outside of Canada?

Your benefit plan covers emergency services that you obtain within 60 days of leaving the province where you live. Call the CLAC Benefits Team if you have any questions.

14. What is the Employee Family Assistance Plan (EFAP)?

Your EFAP is a CLAC-sponsored benefit that provides confidential, professional assistance for dealing with a broad range of personal difficulties. These include (but are not limited to) personal issues such as addictions, depression, anger management, marital and family issues, and anxiety. Should you require help, call Morneau Shepell at 1-844-880-9143.