

## **COLLECTIVE AGREEMENT**

**BETWEEN:**

**NORTHWEST TANK LINES INC.**

**AND:**

**TRANSPORT, CONSTRUCTION AND  
GENERAL EMPLOYEES' ASSOCIATION,  
LOCAL NO. 66 AFFILIATED WITH THE  
CHRISTIAN LABOUR ASSOCIATION OF  
CANADA**

**DURATION:**

**December 1, 2013 - November 30, 2016**

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# **COLLECTIVE AGREEMENT**

**BETWEEN**

**NORTHWEST TANK LINES INC.**  
(hereinafter referred to as “the Employer”)

**AND**

**TRANSPORT, CONSTRUCTION AND GENERAL  
EMPLOYEES’ ASSOCIATION, LOCAL NO. 66  
AFFILIATED WITH THE CHRISTIAN LABOUR  
ASSOCIATION OF CANADA**  
(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, to:
- a) recognize mutually the respective rights, responsibilities and functions of the parties hereto;
  - b) provide and maintain working conditions, hours of work, wage rates, and benefits set forth herein;
  - c) establish an equitable system for the promotion, transfer, layoff, and recall of drivers;
  - d) 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 drivers which will be conducive to their mutual well-being.

## **ARTICLE 2 - RECOGNITION**

2.01 The Employer recognizes the Union as the sole bargaining agent of all employees and owner/operators in the bargaining unit as defined in Article 2.02.

2.02 a) This agreement covers all employees of the Employer, owner/operators, and employees of owner/operators in the bargaining unit in Canada excluding office, sales, and supervisory staff.

b) Throughout this agreement, terms used will mean the following:

- i) employees – the broadest term and is meant to include all bargaining unit members;
- ii) drivers – includes both company drivers and owner/operators but excludes employees of company drivers;
- iii) company drivers – employees hired directly by the company;
- iv) part-time company drivers – regularly assigned to less than ten (10) days of driving per month;
- v) owner/operators – may have one (1) or more trucks on lease with the Employer;
- vi) employees of owner operators – as stated.

2.03 Except in cases of emergency or for training and instructional purposes, non-working foremen, supervisors, and other non-bargaining unit personnel (employees) shall not normally perform work included in work or job classifications under this agreement and normally performed by members of the bargaining unit if this

should result in a lay-off or reduce a driver's normal working hours.

- 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, except by mutual agreement in writing of the parties.
- 2.05 Where it is mutually agreed that special dispensation is required to become competitive or provide further services, or where the members of the bargaining unit have specific concerns not addressed herein and should the necessity arise, the parties may add to or amend any terms or conditions of this agreement. Any such additions or amendments shall be in writing and executed by the Union and the Employer.
- 2.06 The Employer agrees that the Union, through its duly appointed Representatives, is 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.
- 2.07 The Union acknowledges that it is the function of the Employer to:
- a) manage the enterprise, including the scheduling of work and the control of materials and equipment;
  - b) maintain order, discipline, and efficiency;
  - c) 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 driver that he has been disciplined or discharged without just

cause will be subject to the Grievance Procedure in Article 19.

### **ARTICLE 3 - SCOPE**

- 3.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Collective Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.
- 3.02 Notwithstanding Article 3.01, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.

### **ARTICLE 4 - UNION REPRESENTATION**

- 4.01 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 a reasonable number of Stewards. The Stewards are representatives of the employees in certain matters as determined by the Union 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 collective bargaining right and any other rights under this agreement.
- 4.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

- 4.03 Stewards 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. The Employer agrees to cooperate and arrange grievance meetings where required at times with compensation for the steward.
- 4.04 The Union has the right to appoint or elect bargaining unit representatives to a Negotiating Committee. The Employer shall pay such representatives at their regular company driver's hourly wage rate for up to eight (8) hours daily when bargaining takes place during the normal working hours of the driver concerned. The cumulative maximum total so paid will be twenty-four (24) hours per collective agreement renewal.
- 4.05 The Employer may meet periodically with members of the bargaining unit for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the drivers. A Union Representative may attend such meetings.
- 4.06 There shall be no Union activity on the Employer's time or premises except as provided for in Article 4, unless otherwise authorized by Management.

## **ARTICLE 5 - WORK STOPPAGES**

- 5.01 In accordance with the Canada Labour Code, during the term of this Agreement, or while negotiations for a further Agreement are being held:
- a) the Union will not declare or authorize any strike, slow-down, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation through its members; and,



- b) the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.

## **ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 6.01 The Union and the Employer will co-operate in maintaining a desirable and competent labour force. The Employer has the right to hire new employees as needed and will give preference to Union members for employment, provided such applicants are qualified, in the Employer's opinion, to meet the requirements of the job.
- 6.02 New drivers will be hired upon the completion of sixty (60) working shifts. An employee who quits employment prior to completion of six (6) calendar months of employment shall be required to reimburse the company for all health and welfare payments made to the Union's benefit plan on his or her behalf, and the reimbursement may be withheld from the employee's final pay cheque.
- 6.03 Probationary drivers are covered by the agreement, excepting those provisions, which specifically exclude such drivers. An employee may be discharged at any time during the probationary period in the discretion of the Employer.
- 6.04 It shall be a violation of this agreement for the Employer to require that a company driver purchase truck, tractor and trailer, or other vehicular equipment or that any company driver purchase or assume any proprietary interest or other obligation in the business as a condition of continued employment. This provision is not intended to prevent the Employer from reducing its fleet through the sale of equipment.

- 6.05 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 Employer shall advise the Union as far in advance as possible, and prior to implementation the matter shall become the subject of discussion between the parties for rates governing such equipment and classifications of employment. The Employer 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. If no agreement is reached, the issue will be submitted to binding arbitration.
- 6.06 Neither the Employer nor the Union will compel employees to join the Union or discriminate against an 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. The Employer will communicate to the Union by memo the hiring of a new employee, indicating name, address, starting date, classification, and wage rate. Within the probationary period, any new employee will be referred by the Employer to a Steward or a Union Representative, in order to give such Steward or Union Representative an opportunity to describe the Union's purpose and representation policies. Notwithstanding this, it is understood that all employees in the bargaining unit are covered by the Collective Agreement, whether or not they join the union.

## **ARTICLE 7 - UNION DUES**

- 7.01 a) The Employer is authorized to and shall deduct 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.
- 7.02 a) The total amount deducted will be remitted to the Union's Provincial Remittance Processing Centre each month, by the fifteenth (15th) 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. The Union and the employees agree that the Employer shall be saved harmless for all such deductions and remittances.
- b) A separate list will also be submitted for new hires, or whenever an employee change occurs, containing:
- Name
  - Address
  - Date of Birth
  - Telephone Number
  - Email Address
  - Social Insurance Number
  - Date of Hire
  - Classification

## **ARTICLE 8 - WAGES AND RATES OF PAY**

- 8.01 Wage schedules applicable to drivers are as set forth on the Schedules attached hereto and made part hereof.
- 8.02 A company driver who reports for work scheduled by the Employer in the usual manner and is prevented from starting work or completing four hours of work due to a cause not within the company driver's control shall be entitled to a minimum of four (4) hours pay.

- 8.03 Drivers shall be paid for all driving according to the agreed upon mileage, trip, or hourly rate, as applicable. Trips beyond a radius of one hundred (100) miles will be covered by the line haul provisions described herein. Mileage shall be based on the most direct, legal truck route.
- 8.04 Company drivers shall be paid semi-monthly for all wages earned to a day not more than sixteen (16) days prior to the day of payment. The pay shall include an itemized statement of all deductions, hours or mileage, overtime hours, and rates. Cheques shall be available on payday before the employee starts his shift.
- 8.05 If a company driver must stay out of town overnight due to problems with his truck, waiting for a load, or for any other reason, payment from the original trip is to be stopped when the employee quits working. Thereafter payment is to be made at the regular hourly rates for eight (8) hours of each twenty-four (24) hour period, the first of which begins eight (8) hours after the employee quits working. If work re-starts, wait time shall not compound on work time. The Employer shall also cover all reasonable meal and accommodation expenses.

## **ARTICLE 9 - HOURS OF WORK, OVERTIME, AND SUNDAY LABOUR**

- 9.01 a) Hours of work and overtime for employees shall comply with the requirements of the *National Safety Code* and the *Canada Labour Code* as modified, in accordance with the Act, by this agreement.
- b) Company drivers' wait time, layover time, or public transportation travel time will be paid straight time and will not compound into overtime.

c) As per Article 9.01 a), an employee shall be entitled to overtime for all hours worked in excess of 60 hours, based on his or her regularly scheduled work week.

9.02 Subject to other provisions in this agreement to the contrary (e.g. trip rates), company drivers shall be entitled to a fifteen- (15) minute rest period, with pay, during each half of the shift.

9.03 Subject to other provisions in this agreement to the contrary, (e.g. trip rates), company drivers shall be entitled to a meal period of one-half (1/2) hour after the first four (4) hours of the shift. Should an employee be required by the Employer to stay with or operate equipment during this one-half (1/2) hour, it shall be considered as time worked.

9.04 There shall be no discrimination against any driver who refuses to report for work on the basis of religious conviction during days or hours recognized by the driver's religion. Every driver shall be provided the opportunity to disclose his or her intention to invoke such a refusal at the time he or she applies for employment.

## **ARTICLE 10 - VACATIONS**

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

- from zero (0) to one (1) year of service – vacation pay at four percent (4%);
- after one (1) year's service – two (2) weeks' vacation with pay at four percent (4%);
- after three (3) years' service – three (3) weeks' vacation with pay at six percent (6%);

- after ten (10) years' service – four (4) weeks' vacation with pay at eight percent (8%);
- after eighteen (18) years' service – five (5) weeks' vacation with pay at ten percent (10%).

10.02 Employees entitled to three (3), four (4), or five (5) weeks' vacations as per Article 10.01, shall take no more than two (2) weeks during July and August. Additional weeks may be taken at such time as mutually agreed upon by the employee and the Employer.

10.03 The Employer will endeavour to grant vacations at the time requested in the vacation season or period, considering business requirements. If a choice must be made between two (2) or more requests for vacation at the same time, seniority shall apply. It is understood that vacations may be denied during peak business periods.

10.04 Vacation pay shall be paid immediately prior to a company driver leaving on vacation for that period of vacation being taken. Such vacation pay shall be accounted separately from regular pay.

## **ARTICLE 11 - HOLIDAYS**

11.01 The Employer agrees to pay a regular days pay for the holidays outlined below to all eligible employees, to a maximum of 10 hours per day. A regular rate shall be determined by adding the total regular earnings divided by the number of days worked in the previous 30 calendar days.

New Year's Day	Good Friday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	Civic Holiday

Any additional statutory holidays declared by the federal government shall be covered by the provisions of this article.

11.02 Article 11.01 applies to company drivers who have attained regular employment status and who have worked their scheduled workday before and their scheduled workday following the holiday, provided either is within thirty (30) days of the holiday in question unless their absence is due to illness, authorized leave of absence, or vacation with pay. In case of illness or injury, the Employer shall have the right to request a certificate from a qualified medical practitioner.

11.03 Company drivers who have worked on a full-time basis through a week in which a statutory holiday falls shall be entitled to overtime compensation of one and one half the hourly rate, mileage rate, or applicable trip rate for work performed on the holiday in addition to receipt of holiday pay pursuant to Article 11.01. For greater certainty, an hourly rated company driver shall receive overtime for hours worked in excess of fifty (50) hours in a week in which a statutory holiday falls.

11.04 A company driver entitled to overtime compensation for working on a statutory holiday shall receive one and one-half (1½) times the hourly trip rate. A company driver shall be deemed to have worked on a statutory holiday only if his shift commences on the statutory holiday.

## **ARTICLE 12 - SENIORITY, LAYOFF, AND PROMOTION**

12.01 a) Company seniority is defined as an employee's length of service in the bargaining unit since the most recent date of hire. Company seniority includes Articles 10, 12.07 and the various schedules attached. If two or more employees have

the same length of service, the employee whose birthday occurs first in the year shall have the greater seniority.

- b) The parties agree to the general principle that job security and opportunity should increase commensurate with seniority.
- c) Locational seniority shall be defined as length of service in the location from which a company driver or owner-operator works. A location shall be the terminal or the municipality from which the driver generally commences his hauls. Where a driver has worked from more than one location at least once in six of the twelve months preceding a layoff, he shall have locational seniority rights in each such location.
- d) For employees of owner/operators, seniority is recognized only with regard to their position with their employing owner/operator.
- e) New drivers shall be placed on the appropriate seniority list at the end of their probationary period and their respective seniority shall be dated back to the date of the beginning of employment.

12.02 a) The Employer shall maintain separate up-to-date locational seniority lists for owner/operators, company drivers and part-time company drivers in each location. Such lists shall be provided to the Union on a regular basis and as requested.

- a) In the event of an indefinite or permanent loss of business resulting in a layoff at a location, the parties shall meet to determine available driving opportunities elsewhere within the employer's operations across Canada. In the event that there are no other driving opportunities available elsewhere, and, subject to service requirements, ability and reliability,



drivers with greater than five years seniority may bump drivers in other locations who have less than one year's service with the Employer.

- b) Where paragraph (b) is applicable, an owner-operator may only bump another owner-operator and a company driver may only bump another company driver. In the event that a driver bumps into another location he shall be placed at the bottom of the seniority list for that location. Their company seniority shall remain the same.

12.03 Seniority rights shall cease for drivers who:

- a) voluntarily terminate their employment;
- b) are discharged and such discharge is not reversed through the Grievance Procedure;
- c) have one (1) year or more of service, after twelve (12) continuous months of layoff, or have less than one (1) year of service, after two (2) continuous months of layoff.
- d) are absent due to job-related sickness or injury for a continuous period of more than eighteen (18) months;
- e) are absent due to a non-work related sickness or injury for a continuous period of more than twelve (12) months.

12.04 When the Employer deems it necessary to reduce the work force in a locational seniority grouping at any location, it shall inform the Union of the need for layoffs. When a reduction of the workforce is inevitable, probationary drivers shall be laid off first. If further reductions are necessary, the Employer shall determine the order of layoff guided by the following considerations:

- a) seniority; and
- b) ability, reliability, and qualification of the drivers to perform the work.

The above considerations shall also guide the Employer when drivers on layoff are recalled.

12.05 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.

12.06 Any driver 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.

12.07 The Employer shall post, for a minimum of six (6) work-days, in a conspicuous place, notice of all vacant and new positions. Any member of the bargaining unit covered by this agreement may apply for such vacant or new position. Provided the driver is capable, reliable, and qualified, seniority shall prevail in the appointment. An employee transferring to another location will be placed at the bottom of the locational seniority list. The employee's company seniority shall remain the same.

### **ARTICLE 13 - HEALTH AND WELFARE PLAN**

13.01 a) In order to assist in protecting the drivers and their families from the financial hazards of illness and accidents, the Employer agrees to pay two hundred and seventeen dollars (\$217.00) per month for the premium cost of the Health and Welfare Plan, administered by the Union Health and Welfare Trust Fund. An outline of the Plan is listed in Schedule "H".

Premiums shall be remitted monthly, in accordance with the timelines stipulated for Union dues. Employees are eligible to receive coverage on the first day of the month following completion of the probationary period. At that time, the Employer shall only be obliged to pay the first month of premiums for any new members of the bargaining unit who are entitled to coverage. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage. A driver must drive at least ten (10) days in each of the previous three (3) months in order for the Employer to make a remittance on his or her behalf.

- b) In the case of owner operators, the Employer shall make one remittance for each truck, provided that at least one of the employees of the owner operators is eligible for benefits pursuant to this article. The Employer shall make one additional remittance for each owner operator where the owner operator operates 3 or more trucks, subject to the same eligibility for coverage as set out in sub-paragraph 13.01 (c).
- c) Employees of owner/operators who work more than one hundred twenty (120) hours per month shall qualify for coverage as outlined in Article 13.01(a) through their owner/operator.

13.02 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.

13.03 The Employer agrees to continue to pay the insurance premiums to provide uninterrupted coverage for the following maximum periods:

- a) in the case of a quit – to the end of the month;
- b) in the case of layoff or termination – if before or on the fifteenth (15<sup>th</sup>) of the month, to the end of that month; if after the fifteenth (15<sup>th</sup>) of the month, to the end of the following month;
- c) in the case of non-job related sickness or injury – one (1) month beyond the month in which the sickness or injury commenced;
- d) in the case of job related injury or illness – three (3) months beyond the month in which the illness or injury commenced.

13.04 In the event that the monthly premium exceeds two hundred and twenty five dollars (\$225.00), such amount shall be deducted from the wages of each driver and remitted to the Union.

13.05 The Employer agrees to administer, and contribute to eighty percent (80%) of the cost of the BC Medical Plan for all eligible company drivers.

13.06 The employer will pay for sick days from the first (1<sup>st</sup>) day of non-occupational injury and the seventh (7<sup>th</sup>) day of illness if the employee qualifies for Short Term Disability on the benefit plan as per Schedule “H”.

## **ARTICLE 14 - LEAVES OF ABSENCE**

- 14.01 The Employer shall grant leaves of absence without pay and without loss of seniority rights for reasonable requests made in writing.
- 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 In the event of death in a company driver's immediate family (parent, sister, brother, spouse, child, parent-in-law, step-parent, step-parent-in-law and step child), he/she shall be entitled to be absent from work three (3) days (eight [8] hours at regular rates) with pay, which do not compound on overtime calculation if these are working days.

## **ARTICLE 15 - ACCIDENTS**

- 15.01 When a company driver is involved in an accident, 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 Union shall appoint, upon drivers' recommendation, a safety captain from among the drivers in each province whose duties it shall be to foster a safety-oriented attitude among the drivers and to report to the Employer any safety matters which he notices or

which are brought to his attention. The Employer will pay for any training that may be required by it for this position.

- 16.03 The Employer shall supply duplicate forms on which drivers can note, at the end of each shift or trip, safety defects and other data relating to the functioning of the 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 person who has attended to the problem.
- 16.04 The Employer is responsible to direct the repairs as necessary to conform with the safe and efficient operation of company owned or leased equipment. No driver shall be required to use equipment that he considers unsafe. However, the drivers agree that in matters not affecting the safety of the equipment, the Employer has discretion regarding the use of such equipment.
- 16.05 Any dispute regarding safety and the safe handling of equipment or the installation of proper accessories to equipment, may become a matter of grievance under the terms of this agreement.
- 16.06 The Employer will provide a safety boot allowance of one hundred and twenty five dollars (\$125.00) per year for the purchase of black CSA approved safety boots, and one hundred dollars (\$100.00) for other than black. Amounts include applicable taxes.

## **ARTICLE 17 - UNION-MANAGEMENT COMMITTEE**

- 17.01 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 this collective agreement.

The areas 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 drivers.

17.02 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.

#### 17.03 Working Committee

- a) The Union shall appoint up to four (4) drivers and a Union Representative from each of BC and Alberta/Saskatchewan.
- b) The Employer shall appoint up to five members, including Tom Blaney.
- c) The Committee shall meet by teleconference at least once every three months following preparation of quarterly revenue reports.
- d) The Employer shall provide information regarding insurance, including its coverage requirements, industry standards and impact of accidents and claims upon carriers.
- e) The Employer shall disclose gross revenue figures from the previous quarterly results and for the previous twelve month period, and such other information as the Employer may consider relevant.

f) The Committee shall meet formally at least once annually.

## **ARTICLE 18 - LICENSE TESTS**

18.01 Whenever it becomes necessary for an employee to undertake the renewal of licenses or tickets, the Employer shall, upon request, provide appropriate equipment for this purpose.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

19.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.

19.02 **INFORMAL PROCEDURE** - As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a steward.

19.03 The parties to this Agreement recognize that Union Representatives and the Union Stewards are the agents through whom employees shall process their grievances and receive settlement thereof.

19.04 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 fourteen (14) days 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 policy grievances.



19.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance may be submitted by either party directly to arbitration under Article 20 bypassing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a Steward, a Union Officer, or a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

19.06 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. A group 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.

19.07 Step 1

A grievance shall be submitted in writing to the Employer within fourteen (14) days of the act or condition causing the grievance. The Employer shall address the grievance and shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the grievance is submitted.

19.08 Step 2

If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) days of the decision under Step 1 or within seven (7) days of the day this decision should have been made, submit a Step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within one (1) week after the Step 2 grievance has been filed. The Employer shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the Step 2 grievance is submitted.

- 19.09 a) The parties acknowledge that the Employer is obliged to ensure that each owner operator meets all express, written obligations to his drivers, whether prescribed in the collective agreement or otherwise in writing between the owner operator and the driver. No obligations between an owner operator and a driver are enforceable under the collective agreement if they are not set out in writing. In any event, the Company shall have no obligations arising from claims based on alleged violation of any agreement not set out in writing.
- b) In order to ensure compliance with such written obligations, a driver shall be required to report a violation in writing within 14 days of the alleged violation.
- c) The Company and Union shall treat such written report as a Grievance and shall meet to attempt to resolve the dispute. If the parties are unable to resolve the dispute, the Union and the Company shall appoint a fact-finder, who shall have the authority to obtain all evidence as he or she sees fit. Neither the Union nor the Company shall appoint legal counsel.
- d) The fact finder shall disclose his or her determination of the facts to the Union and the Company and shall accept final submissions based on those facts prior to publishing a decision.
- e) The Company shall forthwith comply with the decision. The owner operator shall have primary liability for any amounts owing to the driver. The Company shall be entitled to take such reasonable steps as are necessary to secure potential liability. Such steps shall be subject to interim review by the fact finder.
- f) The decision of the fact finder shall be binding on all parties.

## **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.

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 ten (10) days of service. The single arbitrator will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.

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

20.04 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 appointment of an arbitrator as provided in the Labour Relations Code.

20.05 Notice of desire to arbitrate and of nominations of an arbitrator shall be served personally or by receipted delivery. If served by receipted delivery, the date of mailing shall be deemed to be the date of service.

20.06 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 request

appointment of an arbitrator as provided in Article 20.05 to hear the grievance. The decision of the arbitrator shall be final and binding upon both parties.

20.07 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.

20.08 A grievor 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.

20.09 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.

20.10 The parties will equally bear the expense of the single arbitrator.

20.11 An arbitrator dealing with a matter other than discipline shall be empowered to render his decision or interpretation consistent with the provisions of this agreement.

## **ARTICLE 21 - DISCHARGE, SUSPENSION, AND WARNING**

21.01 When a warning of record is called for, such warning shall be in writing with copies issued immediately to a Steward and to the Union office. Employees may request that a Union Steward be

present for all disciplinary discussions. If such request is made, no reprimand will be made until a Steward or Representative can be present.

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 drivers.

21.03 Letters of discipline will not compound any further discipline after eighteen (18) months from the date of issue. On request, employees shall be granted access to their personal file.

## **ARTICLE 22 - TECHNOLOGICAL AND MECHANICAL CHANGE**

22.01 Technological and mechanical changes shall be defined to mean the introduction and use of vehicular and other equipment changes which have not previously been used in the bargaining unit by the Employer and the use of which results in the termination or the laying off of regular drivers.

22.02 All parties to this agreement recognize that technological and mechanical changes that result in the increased efficiency and productivity must be encouraged and further, all parties have a direct responsibility to reduce to a minimum the adverse effects that may result from such changes.

22.03 The Employer shall advise the Union as far in advance as possible, and not less than thirty (30) calendar days prior to the introduction or technological or mechanical changes, and the

matter shall immediately become the topic of general discussion and consultation between the Employer and the Union, and particularly in regard to:

- a) the effect such changes will have on the number of drivers within the bargaining unit;
- b) the probable effect on working conditions;
- c) any changes in job classifications.

22.04 In the event technological or mechanical changes result in a reduction in the work force or the demotion or promotion of drivers, such reductions, demotions, or promotions shall be done in accordance with Article 12 as contained herein.

22.05 The parties jointly and individually will undertake, with the assistance of Human Resources Development Canada, and through provincial or local adult training programs if necessary, to retain and upgrade regular employees to enable them to become qualified and capable of performing new jobs resulting from or created by the technological or mechanical change.

**ARTICLE 23 - DURATION**

23.01 This agreement shall be effective on the first (1<sup>st</sup>) day of December, two thousand thirteen (2013) and shall remain in effect to and including the thirtieth (30<sup>th</sup>) day of November, two thousand sixteen (2016). Thereafter the agreement shall remain in effect from year to year unless notice is given in writing by either party to the other of a desire to cancel, change, or amend any of the provisions of this agreement. Such notice shall be given within four (4) months preceding the date of expiration of this agreement.

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

23.03 Compensation and Health and Welfare shall be subject to a re-opener after eighteen (18) months, thirty (30) months and forty two (42) months. Either party may remit any dispute to binding arbitration.

**Signed** at \_\_\_\_\_, BC this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**SIGNED** on behalf of  
**NORTHWEST TANK  
LINES INC.**

**SIGNED** on behalf of  
**TRANSPORT, CONSTRUCTION  
AND GENERAL EMPLOYEES’  
ASSOCIATION, LOCAL NO. 66  
AFFILIATED WITH THE  
CHRISTIAN LABOUR  
ASSOCIATION OF CANADA**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized BC Representative

## SCHEDULE "A"

### NATIONAL AND LOCATION COMPENSATION SCHEDULES

Some terms and conditions will apply to all locations nationally, others only to one or several locations.

National Terms will include:

1. Company drivers in training will be paid a rate of one hundred twenty five dollars (\$125.00) per day.
2. Company drivers assigned to train new drivers will be paid their regular rate of pay plus twenty-five dollars (\$25.00) per day.
3. Company drivers will be paid mileage rates of pay when trips are beyond one hundred (100) miles from the point of dispatch unless modified by the local wage schedule or otherwise agreed by the parties.

4. New hires

Term	Hourly	Per Mile
First 6 months	Deduct \$1.50	\$0.04
Second 6 months	Deduct \$1.00	\$0.03
Third 6 months	Deduct \$0.50	\$0.02

New company drivers may be paid as per the above table.

Experienced new company drivers may be accelerated in accordance with their skills.

5. When designated a charge hand, the rate will be a minimum of an additional one dollar (\$1.00) per hour.



6. Trip rates may be established from time to time by agreement of the Union and the Employer, such rates to be inclusive of all work and wait time. Where the parties have agreed to establish a trip rate but cannot agree upon a rate, it shall be submitted to binding arbitration.
7. Subsistence allowance will be paid at a rate of sixteen dollars (\$16.00) per day or seventy-five cents (\$0.75) per hour that a driver is away from the home terminal after the initial twenty-four (24) hour period. When required, drivers will be reimbursed for lodging expenses.
8. Safety wear and equipment will be provided to the company driver on an exchange basis. Safety wear and equipment will be provided to the owner operators on per unit basis.
9. In calculating overtime compensation, work time shall be determined based on the logbook unless a driver can establish that such calculation is inaccurate.

#### Owner Operator provisions

10. Owner operators shall have fuel expense deducted from compensation at the rate of 41.7 cents per litre in Alberta and 45 cents per litre in BC. The Employer shall bear the cost of fuel in excess of these amounts.
11. All Owner Operators shall execute the Owner Operators Agreement, Schedule "J".
12. Special Circumstances - The parties acknowledge that there may be special circumstances caused by unique business conditions that may make it desirable to enter into a unique rate arrangement between an owner operator and the Employer. These arrangements will be permitted, provided that the Union is informed of and has consented to any such arrangement.

13. Panic Button expense for Owner Operators - The Employer shall pay the cost of panic buttons, including installation, for current owner operators employed at or before December 1, 2009. Satellite expense for Owner Operators - The Employer shall pay one half of the amounts currently paid for operation of the satellite system for current owner operators at or before December 1, 2009

Location Terms follow on Schedules “B” through “F”.

**SCHEDULE “B”  
VANCOUVER ISLAND  
DRIVERS WAGE RATES**

<b>Origin-Destination</b>	<b>Product/Axle</b>	<b>Classification</b>	<b>2015</b>	
Duke Point-Port Alberni	Clay			
		Non-Charge Hand	\$ 125.04	\$ 127.54
		Charge Hand	\$ 128.19	\$ 130.76
Duke Point-Powell River	Clay	Non-Charge Hand	\$ 326.22	\$ 332.74
		Charge Hand	\$ 341.15	\$ 347.97
Crofton-Port Alberni	PCC	Non-Charge Hand	\$ 162.32	\$ 165.57
Elk Falls-Port Alberni		Charge Hand	\$ 175.32	\$ 178.82
CN Cargoflow-Port Alberni	Latex	Non-Charge Hand	\$ 349.51	\$ 356.50
		Charge Hand	\$ 365.52	\$ 372.83
CN Cargoflow-Port Alberni	Titanium	Non-Charge Hand	\$ 357.20	\$ 364.35
		Charge Hand		
Duke Point-Elk Falls	Non-PCC	Hourly Rate		
Nanaimo-Port Alberni	Deltatex	Hourly Rate	\$ 286.43	\$ 292.16
Hourly rate	5 Axles	Non-Charge Hand	\$ 23.31	\$ 23.78
		Charge Hand	\$ 24.31	\$ 24.80
	6 Axles	Non-Charge Hand	\$ 23.31	\$ 23.78
		Charge Hand	\$ 24.31	\$ 24.80
	7 Axles	Non-Charge Hand	\$ 23.31	\$ 23.78
		Charge Hand	\$ 24.31	\$ 24.80
	8 Axles	Non-Charge Hand	\$ 23.31	\$ 23.78
		Charge Hand	\$ 24.31	\$ 24.80
Training per day		Trainee	\$ 125.00	\$ 125.00
		Trainer	\$ 25.00	\$ 25.00

1. The Employer may approach the Union to change the Duke Point rates if this is necessary to maintain the current work. Any changes will be subject to both parties’ agreement.
2. Charge hands shall be selected at the discretion of the Employer.

Any Letters of Agreement that have been agreed to previously that affect the Duke Point employees will continue to apply.

## SCHEDULE "C"

### NORTHERN BRITISH COLUMBIA DRIVERS WAGE RATES

Chetwynd-Prince George	\$240.00
Dawson Creek-Hasler Flats	\$105.00
Dawson Creek-Prince George	\$270.00
La Glace- Chetwynd	\$180.00
La Glace- Dawson Creek	\$105.00
La Glace- Hasler Flats	\$210.00
La Glace- Prince George	\$420.00
Taylor-Chetwynd	\$120.00
Taylor-Dawson Creek	\$90.00
Taylor-Hasler Flats	\$180.00
Taylor-Prince George	\$360.00
Steep Rock-Kaybob 01-12	\$390.00
<b>HOURLY</b>	
Prince George-Prince George	\$30.00
Steep Rock-Hasler Flats	\$30.00
Boundary Lake-Hasler Flats	\$30.00
Cypress-Hasler Flats	\$30.00

**SCHEDULE “D”  
ALBERTA WAGE RATES**

<b>ALBERTA DRIVER RATES OF PAY</b>				
		<b>2014</b>	<b>2015</b>	<b>2016</b>
5 Axle Miles	\$0.50	\$0.51	\$0.52	\$0.53
Chargehand	\$0.54	\$0.55	\$0.56	\$0.57
Grande Prairie	\$0.58	\$0.59	\$0.60	\$0.61
6 Axle Miles	\$0.53	\$0.54	\$0.55	\$0.56
Chargehand	\$0.57	\$0.58	\$0.59	\$0.60
Grande Prairie	\$0.61	\$0.62	\$0.63	\$0.64
7 Axle Miles	\$0.55	\$0.56	\$0.57	\$0.58
Chargehand	\$0.59	\$0.60	\$0.62	\$0.63
Grande Prairie	\$0.64	\$0.65	\$0.66	\$0.67
8 Axle Miles	\$0.56	\$0.57	\$0.59	\$0.60
Chargehand	\$0.61	\$0.62	\$0.63	\$0.64
Grande Prairie	\$0.65	\$0.66	\$0.67	\$0.68
Hourly	\$26.00	\$26.50	\$27.00	\$27.50
Charge Hand Hourly	\$28.00	\$28.50	\$29.00	\$29.50
Grande Prairie-Charge	\$30.00	\$30.50	\$31.00	\$31.50

## Alberta Owner Operators

Hourly \$73.00

Except as otherwise agreed, trip and cube rates shall be based on \$73.00 per hour.

1. Owner/Operators will be paid up to the following hourly rates when recovered from the customer

Standby and wait time \$60.00 hour maximum

2. Mileage rates include “combined time allowed” for loading and unloading NGL:

5-axle	2.5 hours
6-axle	2.5 hours
7-axle	3.0 hours
8-axle	3.0 hours

3. Trip rates may be established on a per trip basis by agreement of the Union and the Employer, such rates to be inclusive of all work and wait time. If no agreement is reached the issue will be submitted to binding arbitration.
4. New company drivers will receive eighty percent (80%) of the top rate for their first six (6) months of employment, ninety percent (90%) for the following six (6) months, and one hundred percent (100%) of the top rate after one (1) year of employment. Experienced company drivers may be accelerated based on their skills.

**SCHEDULE “E”  
BRITISH COLUMBIA LOWER MAINLAND  
DRIVERS WAGE RATES**

		<b>2015</b>
5 Axle Hrly	\$23.29	\$ 23.76
5 Axle Hrly Team	\$23.29	\$ 23.76
5 Axle Miles	\$0.51	\$ 0.52
5 Axle Miles Team	\$0.67	\$ 0.68
6 Axle Hrly	\$23.29	\$ 23.76
6 Axle Hrly Team	\$23.29	\$ 23.76
6 Axle Miles	\$0.51	\$ 0.52
6 Axle Miles Team	\$0.67	\$ 0.68
Quad/7 Axle Hrly	\$23.44	\$ 23.91
Quad/7 Axle Hrly Team	\$23.44	\$ 23.91
Quad/7 Axle Miles	\$0.54	\$ 0.55
Quad/7 Axle Miles Team	\$0.70	\$ 0.71
Train 8 Axle Hrly	\$23.70	\$ 24.17
Train 8 Axle Hrly Team	\$23.70	\$ 24.17
Train 8 Axle Miles	\$0.56	\$ 0.57
Train 8 Axle Miles Team	\$0.73	\$ 0.74

1. Time and one-half after sixty (60) hours of work unless modified by this agreement.
2. Subsistence: Seventy-five cents (\$0.75) per hour after a full twenty-four (24) hours completed.
3. New hires:

first 6 months	Deduct \$1.50/hr	4 cents/mile
second 6 months	Deduct \$1.00/hr	3 cents/mile
third 6 months	Deduct \$0.50/hr	2 cents/mile

**SCHEDULE “F”  
OWNER OPERATOR INSURANCE**

A. Coverage

The carrier will provide the following insurance coverage:

- Standard auto, including collision
- Cargo insurance
- General liability
- Non-owned trailer physical damage
- Employee fidelity 3<sup>rd</sup>-party crime coverage

B. Limits

- Auto and General liability limits are \$25,000,000 per incident
- Policy cargo limits are \$250,000 per incident
- Non-owned trailer physical damage \$350,000
- Employee fidelity 3<sup>rd</sup>-party crime coverage \$250,000

C. Deductible

- A single incident deductible of \$2,500 per unit to a maximum of \$5,000 per incident will apply to physical damage and motor truck cargo loss in vehicle accident situations. This deductible will be charged to the Owner Operator.

D. Premium Calculations

- Insurance premiums will be calculated monthly and deducted from the owner operator’s account.
- Premiums will be reviewed annually.



**SCHEDULE “G”  
RETIREMENT SAVINGS PLAN**

All remittances are per month and are remitted to the Union on behalf of company drivers who work at least one hundred twenty (120) hours in a month. Scheduled vacation and Article 11 holidays are deemed to be time worked.

**Duke Point Location**

Brad Lewis shall be grandfathered his current contribution level.

**Other Locations:**

The employer will match company driver contributions at the following schedules.

1 to 5 years <u>employment</u>	6 to 10 years’ <u>employment</u>	11 and Up <u>employment</u>
\$125.00	\$175.00	\$225.00

Effective January first (1<sup>st</sup>), two thousand and fourteen (2014), the Company shall match contributions to the Union’s RRSP in the amount of up to one hundred dollars (\$100.00) per month for every Owner Operator or employee of an Owner Operator who has two (2) completed years of seniority with the Company. Matching contributions by the Company shall neither be retroactive nor cumulative and shall be limited to one hundred dollars (\$100.00) per driver in any month, subject to the matching contribution of the Owner Operator or employee of an Owner Operator in that month. The Company agrees to deduct and remit amounts upon the written request of any driver participating in the plan. This program shall be voluntary.

## **SCHEDULE “H”**

### **INSURANCE PLAN COVERAGE – GOLD PLUS PLAN**

(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 \$600.00 per week, payable after the first day of accident or hospitalization and the 14<sup>th</sup> day of sickness, for a maximum of 119 days;
- Long term disability insurance with 60% of earnings, maximum of \$2,600.00 per month, payable after 119 days until age 65.
- Emergency Travel Assistance
- EFAP (Employee Family Assistance Program) through Ceridian LifeWorks

**SCHEDULE “I”**  
**CONSCIENTIOUS OBJECTOR STATUS**

(This schedule does not form part of the collective agreement.  
It is for information only.)

The Union has a conscientious objection policy for employees who cannot support the union with their dues for conscientious reasons, as determined by the union’s internal guidelines on what constitutes a conscientious objection.

**SCHEDULE “J”  
OWNER OPERATOR AGREEMENT**

This agreement made as of this first (1<sup>st</sup>) day of December 2013.

**BETWEEN:**

**NORTHWEST TANK LINES INC.**

(“the Company/registered Owner on vehicle registration for  
license and insurance purposes only”)

**AND:**

\_\_\_\_\_  
 (“the Owner Operator/ as lessor on vehicle registration”)

WHEREAS the Owner Operator is the registered owner of certain motor vehicle equipment described as follows:

**TRACTOR UNIT(S)**

**YEAR:** \_\_\_\_\_

**MAKE:** \_\_\_\_\_

**MODEL:** \_\_\_\_\_

**SERIAL #:** \_\_\_\_\_

The parties agree as follows:

## **1.0 EQUIPMENT**

- 1.1 The operation, maintenance, and upkeep of the Equipment shall meet or exceed the Employer's requirements. Records of all maintenance performed on the Equipment will be submitted to the Employer on a monthly basis after completion of said maintenance. The Employer has the right to inspect the Equipment at any time and require repairs to be performed at the cost of the Owner Operator.
- 1.2 The equipment must continually meet minimum safety standards as required by law in jurisdictions of travel. The annual CVIP shall be performed by the Owner Operator at a registered shop at the Owner Operator's cost and delivered to the Employer.
- 1.3 All expenses for the operation of the vehicle including and not limited to tires, parts, and fuel will be the responsibility of the Owner Operator. All fuel for subject Equipment may be purchased through the Employer's fuel accounts. Fuel cards will be issued to the Owner Operator in the Employer's name. The Owner Operator will submit all original fuel receipts with daily paperwork and record all fuel purchases on timesheets. The Fuel cards are for the express use of the equipment mentioned herein and shall not be used for any other purpose.
- 1.4 The Equipment shall be painted in the Employer's approved paint scheme at the cost of the Owner Operator, the Equipment must be painted within one hundred twenty (120) days of the date of this agreement. Subject to this agreement being in force one year from date of this agreement the Employer agrees to reimburse the Owner Operator one thousand dollars (\$1,000.00) towards the cost of the painting. If the Equipment was painted in the Employer's

approved paint scheme prior to the signing of this agreement, the one thousand dollars (\$1,000.00) reimbursement does not apply.

- 1.5 The Employer will supply and install at the cost of the Employer all Employer identification. Upon termination of this agreement, the Owner Operator is responsible to remove all Employer identification at the cost of the Owner Operator.
- 1.6 The Owner Operator will haul commodities exclusively for the Employer unless otherwise permitted by the Employer in advance.
- 1.7 The Equipment must be equipped with an approved recording device, which shall be provided by the Owner. Installation and removal shall be at the cost of the Owner Operator. Monthly operating costs shall be shared equally.
- 1.8 Accessorial equipment such as power take offs, drive lines, product pumps, positive air shut downs, and Employer approved communications devices if required, are the responsibility of the Owner Operator.

## **2.0 DRIVERS**

- 2.1 The primary driver of the Equipment shall be the Owner Operator, unless otherwise authorized by the Employer in advance.
- 2.2 The employment of drivers by the Owner Operator (including the primary driver where the Owner Operator is a corporation) must be approved by the Employer and will be the responsibility of the Owner Operator for, but not limited to wages and all employment related statutory deductions. The Employer shall be entitled to revoke approval of the employment of any driver in its discretion, provided such decision is business-related and made in good faith. Where a driver is involved in an at-fault safety violation or accident, the Owner Operator shall not be entitled to challenge the

Employer's decision to revoke approval on account of such violation or accident.

- 2.3 The Owner Operator will maintain a valid and current workers' compensation account in all applicable jurisdictions. The Owner Operator shall require that all of its employees have workers' compensation coverage. The Employer shall be entitled to pay outstanding accounts and the Owner Operator shall be liable for such amounts.
- 2.4 All drivers are subject to all rules and regulations as required by the Employer and government statutes and regulations.
- 2.5 All drivers are required to read the Employer's "Driver's Manual" and abide by its contents.
- 2.6 Employer uniforms and/or safety clothing and safety equipment related to the Employer's equipment shall be provided by the Employer. Such clothing and equipment shall be properly maintained by the Owner Operator.
- 2.7 The Owner Operator shall lubricate all Employer trailers. Grease will be supplied at the Employer's expense.
- 2.8 Employees of Owner Operators may be paid in any manner as determined between the employee and the Owner Operator, either hourly, mileage, trip rate, cube rate, or rate used to establish trip wage rates provided that:
  - a) they are compensated at not less than ninety-five percent (95%) of the Company driver hourly rate, or rate used to establish trip wage rates;
  - b) they are provided benefits as set out in Article 13:

### **3.0 LICENSE, TAX, AND INSURANCE**

- 3.1 The Employer will provide all vehicle licensing and operating authorities at the cost of the Owner Operator.
- 3.2 The Employer shall establish insurance rates annually, which may vary according to safety records. The Employer is required to make insurance available to the Owner Operator. The Owner Operator may obtain insurance from a third party provide that it obtains the minimum coverages as set out in Schedule “F”. The coverages set out in Schedule “F” may be amended by the Employer from time to time
- 3.3 Upon request of the owner operator, license costs will be amortized over a six-month maximum period and charged back to the Owner Operator at a monthly interest rate of 2% on the declining balance, and no administrative fee pursuant to paragraph 4.6 shall be applied to such amount.
- 3.4 Sales tax and fuel tax will be calculated and filed by the Employer. The amounts will be deducted from the Owner Operator's monthly statement.
- 3.5 All licensing, operating authorities, fuel cards and insurance documents remain the property of the Employer. All such documentation must be returned to the Employer within twenty-four (24) hours of the termination of this agreement.
- 3.6 The Owner Operator is responsible to report to the Employer all accidents or product losses or mixes, and other occurrences that might reasonably give rise to investigation or prosecution under any statute, bylaw or legislation, and whether or not preventable, involving loss or damage to any vehicle, trailer, cargo or property, or injury to any person incurred by the Owner Operator or the



Owner Operator's employees while performing its obligations under this agreement.

- 3.7 The Owner Operator shall indemnify and save the Employer harmless for any losses, costs, damages, liability, or expense incurred by the Employer as a consequence of the fault or negligence of the Owner Operator or the employees or agents of the Owner Operator.

#### **4.0 COMPENSATION**

- 4.1 Compensation shall be as set out in the relevant provisions of the collective agreement.
- 4.2 The Owner Operator will provide the Employer with a three thousand dollars (\$3000.00) deposit against which the Employer may charge any loss or expense which is properly payable by the Owner Operator under the terms of this agreement. The Employer will deduct six hundred dollars (\$600.00) per month from the Owner Operator's compensation until such time that the deposit is paid in full. The Employer agrees to apply interest to the deposit on account at the rate of one and one-half percent (1.5%) per annum.
- 4.3 The Employer shall compensate the Owner Operator on the twenty-fifth (25<sup>th</sup>) day of the month for hauling performed by the Owner Operator up to and including the last day of the previous month provided that the Owner Operator has submitted all required documents by the third (3<sup>rd</sup>) day of the current month. Any documents received after that date will be entered on the following month's statement.
- 4.4 The Employer shall extend an advance on the tenth (10<sup>th</sup>) day of the month based on twenty-five percent (25%) of the previous month's earnings up to a maximum of two thousand dollars

(\$2,000.00) or such other arrangement as may be agreed between the Employer and Owner Operator.

- 4.5 The Owner Operator shall submit all applicable records, including properly completed bills of lading, log sheets, timesheets and fuel receipts to the Employer immediately following trip completion.
- 4.6 The Employer shall deduct a three percent (3%) administration surcharge for all equipment maintenance paid by the Employer on the Owner Operators' behalf from the Owner Operator's monthly earnings.
- 4.7 The Employer shall reimburse the Owner Operator for all highway tolls, and ferry charges, unless other arrangements are made. A receipt must be supplied to claim reimbursement.
- 4.8 The Employer will establish and implement a schedule of annual interest reimbursement on holdbacks. The parties will jointly determine the guidelines to determine the appropriate rate of interest.

## **5.0 GENERAL**

- 5.1 The Owner Operator is financially responsible for all fines and penalties arising out of the use of the Equipment including but not limited to parking tickets, log violations, overweight tickets, and moving violations that are a result of the Owner Operator's negligence. The Owner Operator must provide the Employer with copies of all fines and penalties on the same day or as soon as reasonably possible following the issuance of said fines.

## **6.0 TERMINATION**

- 6.1 This agreement may be terminated by either party without cause upon thirty (30) days' notice in writing.
- 6.2 In the event that either party commits a substantial breach of this agreement the other party shall have the right to immediately terminate this agreement without notice, provided that the Owner Operator must complete the haulage engaged in at that time and carry out all responsibilities under this Agreement until such time as the Employer's equipment is returned to the Employer's premises.
- 6.3 In the event of termination of the agreement the Owner Operator agrees to return all equipment, documentation, and fuel cards to the Employer and to remove all Employer identification from the Owner Operator's equipment within twenty-four (24) hours.

6.4 The Employer shall have ninety (90) days from the termination of this agreement to make final settlement with the Owner Operator in respect of all monies due or owing to the Owner Operator. This settlement will not be released until all the Employer's property and supplies are returned and the Employer's name, logo, and unit numbers are removed by the Owner Operator at the Owner Operator's expense.

Executed this \_\_\_ day of \_\_\_\_\_, 2014.

NORTHWEST TANK LINES INC.      OWNER OPERATOR

Per: \_\_\_\_\_

Per: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## **LETTER OF UNDERSTANDING # 1**

**BETWEEN:**

**NORTHWEST TANK LINES INC.**

**AND:**

**TRANSPORT, CONSTRUCTION AND  
GENERAL EMPLOYEES' ASSOCIATION,  
LOCAL NO. 66 AFFILIATED WITH THE  
CHRISTIAN LABOUR ASSOCIATION OF  
CANADA**

### **Fact Finder Procedure for Discharge Related to Safety**

The parties agree as follows for company drivers:

1. In order to resolve any grievance arising from the discharge of a driver relating to serious misconduct related to safety, either party may invoke the fact-finder procedure set out below, by providing written notice within ten (10) days of the grievance being delivered to the Employer.
2. The fact-finding procedure shall be undertaken as follows:
  - a) The parties shall meet with the fact-finder to attempt to resolve the dispute;
  - b) Failing resolution of the dispute, and if the parties cannot resolve the dispute, the fact-finder shall have the jurisdiction to meet with the parties, engage in discussions with witnesses, whether or not employees, and shall be entitled to subpoena such documentary evidence as he or she feels necessary to determine the

facts and except as provided herein establish his or her own procedure to conduct the investigations necessary to resolve the dispute. Each party shall be entitled to appoint an individual other than legal counsel to observe the fact-finder process. These individuals may permit the fact-finder to engage in discussions without either observer being present. These individuals shall be entitled to request the fact-finder to ask specific questions to witness during the fact-finding process, but there shall be no cross-examination of witnesses by the observers;

Any witness who is a member of the bargaining unit shall have the right to have a person appointed by the Union present during any meeting with the fact-finder:

- c) Neither party shall use or retain legal counsel to examine witnesses during the fact-finding process described in paragraph (b) above;
- d) The fact-finder shall set out the facts and communicate his or her findings of fact to the parties in writing, who shall meet within fourteen (14) days, to attempt to resolve the dispute;
- e) If the parties are unable to settle the dispute, either party may request a settlement meeting with the fact-finder and the observers, and the fact-finder shall attempt to mediate a resolution;
- f) In the event that the parties are still unable to resolve the dispute, the parties shall exchange written submissions. The Union shall file its submission within ten (10) days and the Employer shall file its submission within ten (10) days of the receipt of the initial

submission. The Union shall have the right to file a final submission within seven (7) days of receipt of the Employer's submission. These time limits may be extended by mutual consent or the consent of the fact-finder.

3. The parties recognize that the nature of the operation imposes a special obligation upon drivers to carry out their driving duties without any at-fault accidents. It is further recognized that accident-free records for all drivers are required to ensure that the Employer can maintain its competitive advantage, and in particular so that it can maintain adequate insurance at competitive rates for the benefit of both the company and its drivers. Therefore the parties agree that, in the event the Employer alleges that any driver has been involved in an at-fault safety violation or accident that has a potential to jeopardize the Employer's insurance rates or customer relationships, and has terminated the employment of the employee, it may invoke the process set out in Paragraph 4 at the time it makes its submission in paragraph 3 (f). If the Employer does not invoke the process set out in Paragraph 4, the fact-finder shall provide the parties with a decision having the full remedial authority and jurisdiction of an arbitrator and render a decision based on his or her investigation and the submissions.
4. If the Employer invokes the process set out in this paragraph, the fact-finder shall determine whether or not the driver is substantially blameworthy and whether or not the safety violation or accident was serious; if it is determined either that the driver is not substantially blameworthy or that the safety violation was not serious, the driver shall be reinstated, and the fact-finder shall determine whether or not any other remedies are appropriate.

5. If it is determined that the driver is substantially blameworthy and that the safety violation or accident was serious, the fact-finder shall not order reinstatement. The fact-finder, in lieu of any determination that reinstatement might otherwise be appropriate, shall determine an appropriate amount of compensation as severance pay. The fact-finder shall have regard for the severity of the safety violation or accident, the extent to which the driver was blameworthy or responsible for the accident, the employee's driving history and seniority. The Employer may elect to substitute reinstatement without back-pay in lieu of payment of severance pay. The fact-finder for the term of the current collective agreement shall be Rod Germaine. In the event that Rod Germaine is unable or unwilling to serve as fact-finder, the parties shall agree upon a fact-finder or one shall be selected for them by the CIRB. The fact-finder shall be a lawyer or former lawyer or shall have served as a chair or vice-chair of a provincial or federal labour relations board.



6. Upon agreement of the parties, Paragraphs 1 through 3 of the fact-finder process may be used to resolve any other grievance filed by either party.

Signed at \_\_\_\_\_, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**SIGNED** on behalf of  
**NORTHWEST TANK  
LINES INC.**

**SIGNED** on behalf of  
**TRANSPORT, CONSTRUCTION  
AND GENERAL EMPLOYEES'  
ASSOCIATION, LOCAL NO. 66  
AFFILIATED WITH THE  
CHRISTIAN LABOUR  
ASSOCIATION OF CANADA**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized BC Representative

## **LETTER OF UNDERSTANDING #2**

### **BETWEEN:**

**NORTHWEST TANKLINES INC.**  
(hereinafter referred to as “the Employer”)

### **AND:**

**TRANSPORT, CONSTRUCTION, AND GENERAL  
EMPLOYEES’ ASSOCIATION, LOCAL NO. 66,  
AFFILIATED WITH THE CHRISTIAN LABOUR  
ASSOCIATION OF CANADA**  
(hereinafter referred to as “the Union”)

### **Use of Personal Vehicle**

A driver may conduct business on behalf of Northwest using their personal vehicle if they have approval from Northwest Operations, and they have provided proof of valid third-party insurance in an amount not less than one million dollars (\$1,000,000.00).

The vehicle operator must pay parking fines, traffic violation fines, impoundment, and towing fees when driving a privately owned vehicle on company business. Northwest reviews the compensation allowance on a periodic basis.

Current personal vehicle compensation is forty-five cents (\$0.45) per kilometre.

Signed at \_\_\_\_\_, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**SIGNED** on behalf of  
**NORTHWEST TANKLINES  
INC.**

**SIGNED** on behalf of  
**TRANSPORT, CONSTRUCTION AND GENERAL  
EMPLOYEES' ASSOCIATION,  
LOCAL NO. 66, AFFILIATED  
WITH THE CHRISTIAN  
LABOUR ASSOCIATION OF  
CANADA**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized BC Representative

## **LETTER OF UNDERSTANDING #3**

**BETWEEN:**

**NORTHWEST TANKLINES INC.**  
(hereinafter referred to as “the Employer”)

**AND:**

**TRANSPORT, CONSTRUCTION, AND GENERAL  
EMPLOYEES’ ASSOCIATION, LOCAL NO. 66,  
AFFILIATED WITH THE CHRISTIAN LABOUR  
ASSOCIATION OF CANADA**  
(hereinafter referred to as “the Union”)

### **Safety Incentive**

1. Effective January 1, 2014, the current safety incentive of two hundred and fifty dollars (\$250.00) per quarter shall be increased to five hundred dollars (\$500.00) per quarter;

Effective January 1, 2016, the current safety incentive shall be increased to seven hundred and fifty dollars (\$750.00) per quarter;

All current provisions of the of the safety incentive program shall continue in effect as well as compliance with electronic logs, hours of service, and pre-trip inspections.

Signed at \_\_\_\_\_, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**SIGNED** on behalf of  
**NORTHWEST TANKLINES  
INC.**

**SIGNED** on behalf of  
**TRANSPORT, CONSTRUCTION AND GENERAL  
EMPLOYEES' ASSOCIATION,  
LOCAL NO. 66, AFFILIATED  
WITH THE CHRISTIAN  
LABOUR ASSOCIATION OF  
CANADA**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized BC Representative

## **LETTER OF UNDERSTANDING #4**

**BETWEEN:**

**NORTHWEST TANKLINES INC.**  
(hereinafter referred to as “the Employer”)

**AND:**

**TRANSPORT, CONSTRUCTION, AND GENERAL  
EMPLOYEES’ ASSOCIATION, LOCAL NO. 66,  
AFFILIATED WITH THE CHRISTIAN LABOUR  
ASSOCIATION OF CANADA**  
(hereinafter referred to as “the Union”)

### **Northern BC Company Drivers**

By the end of the 2nd quarter of 2014, the parties shall review trip rates, including average trip times, in order to establish a clear, consistent and fair application of trip rates, based on thirty dollars (\$30.00) per hour. This review will include establishing practices to ensure clear and consistent treatment with respect to additional charges (e.g. wait time) payable by the customer.

If the parties cannot come to an agreement, the issue will be submitted to binding arbitration.

Effective January 1, 2015, the parties shall review trip rates generally, having regard for the gas bid process and results during 2014.

Signed at \_\_\_\_\_, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**SIGNED** on behalf of  
**NORTHWEST TANKLINES  
INC.**

**SIGNED** on behalf of  
**TRANSPORT, CONSTRUCTION AND GENERAL  
EMPLOYEES' ASSOCIATION,  
LOCAL NO. 66, AFFILIATED  
WITH THE CHRISTIAN  
LABOUR ASSOCIATION OF  
CANADA**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized BC Representative

## LETTER OF UNDERSTANDING #5

### BETWEEN:

**NORTHWEST TANKLINES INC.**  
(hereinafter referred to as “the Employer”)

### AND:

**TRANSPORT, CONSTRUCTION, AND GENERAL  
EMPLOYEES’ ASSOCIATION, LOCAL NO. 66,  
AFFILIATED WITH THE CHRISTIAN LABOUR  
ASSOCIATION OF CANADA**  
(hereinafter referred to as “the Union”)

### Owner Operators

a) Insurance rates

Effective January 1, 2014, all current insurance rates shall be decreased by 0.25% (one quarter of one percent);

b) Additional safety incentive

(i) Effective January 1, 2015, current insurance rates shall be reduced an additional 0.5% (one half of one percent) in the event the sum of the total amount paid out by the insurer, plus amounts reserved for claims plus the amounts paid by the Company as deductibles does not exceed three hundred and fifty thousand dollars (\$350,000.00) for the insurance year November 1, 2013 to October 31, 2014 for the entire Company, and

(ii) in addition to the reduction referred to in paragraph (i) above, effective January 1, 2015, current insurance rates shall be reduced an additional 0.5% (one half of one percent) in the event the sum of the total amount paid out by the insurer,



plus amounts reserved for claims plus the amounts paid by the Company as deductibles does not exceed \$250,000 for the insurance year November 1, 2013 to October 31, 2014 for the entire Company.

The thresholds set out above for reduction of insurance rates shall be increased by 5% (five percent) for every two million five hundred thousand dollar (\$2,500,000.00) increase in total Company revenues.

Neither revenues nor amounts paid out or reserved by the insurer or the Company with respect to acquisitions shall be taken into account for any purpose in calculating insurance rate adjustments for the foregoing safety incentives.

c) Cube and other rates

The Owner Operator rates shall be re-opened for negotiation each May 1 following the bid process, and otherwise as appropriate or as may be requested by either the Company or the Union.

d) Satellite cost

Satellite costs shall not exceed \$75 per month. The grandfathering provisions shall continue to apply.

e) Hourly Rate

Work compensated by the hour that is otherwise not provided for in this agreement shall be paid at the wait time rate.

f) Fuel Surcharge

The fuel surcharge may be revised by the Company to provide a base cost of one dollar (\$1.00) per litre, provided that such change is entirely revenue neutral to owner-operators, including amounts payable to their drivers.

Signed at \_\_\_\_\_, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**SIGNED** on behalf of  
**NORTHWEST TANKLINES  
INC.**

**SIGNED** on behalf of  
**TRANSPORT, CONSTRUCTION AND GENERAL  
EMPLOYEES' ASSOCIATION,  
LOCAL NO. 66, AFFILIATED  
WITH THE CHRISTIAN  
LABOUR ASSOCIATION OF  
CANADA**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized BC Representative

## **Benefit Plan - Frequently Asked Questions**

**1. 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 Benefit Administration office. 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 Benefit Administration Office 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 Sun Life with a completed claim form.*

**7. Can my dentist send claims directly to Sun Life?**

*Yes. Your dentist can submit your claims electronically to Sun Life.*

**8. Where do I get claim forms?**

- *your union steward*
- *CLAC's website, [www.clac.ca](http://www.clac.ca)*
- *the nearest Union office*
- *the CLAC Benefit Administration office: 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 Sun Life 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 Benefit Administration Office at 1-888-600-2522 to make sure you receive one.*

**11. How do I make a disability claim?**

*You must contact the Benefit Administration Office 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 Benefit Administration Office if you do not have a travel card.*

**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 Ceridian LifeWorks at 1-866-714-3129.*

## RSP Questions

- 1. Where is my CLAC Group RSP set up?**  
*Through the CLAC Retirement MemberCare centre with investment services through Great-West Life.*
- 2. How can I contact them?**  
*Contact CLAC Retirement MemberCare by phone at 1.800.210.0200 or via email at [retirementmembercare@clac.ca](mailto:retirementmembercare@clac.ca)*
- 3. How is my account established?**  
*Your account is opened once the CLAC Retirement MemberCare team has received your personal information (name, address, and social insurance number) and your employer has submitted the first monies on your behalf.*
- 4. When is my account registered?**  
*Your account is registered once the CLAC Retirement MemberCare team receives your completed “Opening Your Plan” application form (included in your new employee package). Registration of the account enables the CLAC Retirement MemberCare team to issue a receipt for income tax purposes at the end of the year.*

***For more information on your CLAC Retirement Plans, visit [www.clac.ca](http://www.clac.ca) and log on to your Member Portal. (Click the “Access My Retirement Plans” button on the Retirement Plans tab).***