

**COLUMBIA CONTAINERS LTD.
MASTER FREIGHT AND CARTAGE AGREEMENT**

Pursuant to the MEMORANDUM OF AGREEMENT made the 21st day of June, 2011.

BETWEEN: Columbia Containers Ltd.

(Hereinafter called the "Company")

AND: TEAMSTERS LOCAL UNION NO. 31

(Hereinafter called the "Union")

Gender: Wherever the use of the male gender is used herein, it shall also apply to the female gender where applicable.

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ARTICLE 1

Section1 - Recognition

It is recognized by this Agreement *to* be the duty of the Union, the Company or its bargaining agent and the Employees to fully co-operate individually and collectively, for the advancement of conditions.

Section2 - Union Co-operation

The Parties agree at all times as fully as it may be within their power *to* further the interests of the industry.

ARTICLE 2

Section 1 - Certificate of Bargaining Authority

- (a) The Company agrees to recognize the Union as the sole bargaining agent for:
- (b) Employees and categories of Employees referred to in the Certificate of Bargaining Authority held from time *to* time by the Union, and
- (c) All Dependent Contractors and owner/operators employed by Companies signatory to this Agreement in the work categories falling within the area of jurisdiction of this Agreement.

Section 2 - Bargaining Authority

All members of the Union shall receive a copy of this Agreement which is binding upon the bargaining authority for every Employee and Dependent Contractor in the unit for which the Union has been certified or where no certification exists as recognized by this

Agreement. The Union shall be responsible for the printing of these Collective Agreements.

ARTICLE 3

Section 1 - Posting of Agreement

The Company will provide a bulletin board in each Company lunchroom or dispatch area for such notices as the Union or Company may from time to time wish to post. The said Union notices shall be posted and signed by an elected or appointed officer or other authorized representative of the Union

Section 2 - Check-off

Each new Employee and owneroperator when hired by the Company will be informed by the Company that they are to contact the Union office or shop steward for the purpose of becoming a Union member and signing the authorization card authorizing the Company to deduct from their earnings union initiation fees, union dues and/or other assessorial charges as levied against him in accordance with the constitution and by-laws of the Union of which they are a member and so indicated on the monthly or quarterly check-off list as provided by the Union to the Company. The Company shall remit same to the Union not later than (15) days from the date that the deduction was made from the Employee's wages.

Section 3 - Union Shop

- (a) Every Employee and Dependent Contractor of the Company covered by this Agreement shall be a member of the Union in good standing during the whole of the term of this Agreement as a condition of employment with the Company, save as hereinafter expressly provided.

- (b) When additional Employees or owner-operators are required within an area which is serviced by a permanently established and operating Union Hiring Hall, the Company shall notify the Union so that the Union can provide the abstracts and resumes of its available drivers to the Company. Although preference will be given by the Company to existing Teamster members, the Company will be under no obligation to hire from the Union Hall.
- (c) In the event the Union is unable to supply suitable persons and the Company hires a person who is not a member of the Union, the Company must contact the appropriate Union office before the person commences work or else the Company will remove such person from the job at the request of the Union.
- (d) When additional Employees are required within an area which is not serviced by a permanently established and operating Union Hiring Hall, the Company will extend first opportunity to Union members who meet the Company's requirements and who apply for employment or have been referred to the Company.
- (e) In the event that a person, not a member of the Union, is taken into employment by the Company, such person shall make application to join the Union and if approved by the Union shall join the Union within three (3) days of their hiring and shall be added to the check off list forthwith. In the event the person is not approved such person shall be replaced forthwith.
- (9) The Company shall furnish to the appropriate Union area office designated in writing by the Union a list of new Employees taken into employment by the Company, showing the location of their employment within seven (7) calendar days of their being hired.

Section 4 - Union Security

- (a) Every truck and trailer used by the Company, whether owned by the Company or leased by the Company, shall be operated by a member of the Union except for the purposes of maintenance or test drives. In the hiring of trucks on any basis, the Company shall first make every effort to obtain trucks and trailers operated by a member of the Union from a company signatory to this Agreement. However, if unable to do so and if trucks and trailers are to remain in the hire of the Company in excess of forty-eight (48) hours, they shall be replaced by an equal number of trucks and trailers operated by a member of the Union if available in immediate or adjacent area from a company signatory to this Agreement.
- (b) The Company agrees that where leased or hired trucks and trailers are used, the Company will first try and lease or hire such trucks and trailers from companies, individuals or firms whose Employees are covered by a Collective Agreement with Teamsters Local Union No. 31 provided these Teamsters companies are able to provide the Company with reasonable rates. If it becomes necessary for the Company to dry lease trucks and trailers, said trucks and trailers shall be operated by members of the Teamsters Local Union No. 31 whenever possible.
- (c) The Company agrees not to contract out any work normally performed by Employees covered by this Agreement if any Employee is on lay-off for lack of work at the time such contracting out is introduced or if the contracting out would cause the lay-off of any Employee unless contracting out is significantly more efficient for the Company to do so including the contracted parties ability to secure Terminal Reservations when the Company cannot or if the work required by the Company is less than the minimum call out.
- (d) Provided capable Employees are available, all suitable trucks must be in use before additional trucks and trailers can be leased or hired.

ARTICLE 4 DEPENDENT CONTRACTORS

Section 1 - Definition

A Dependent Contractor (which for the purposes herein, shall include owner/ operator) is the owner and/or purchaser and, except as permitted herein the exclusive operator of trucks and trailers supplied for the Company's services pursuant to this article and Appendix "C".

Section 2 - Company Not Lessor

Under no circumstances shall the Company or a subsidiary or representative of the Company, either directly or indirectly, be a lessor, vendor or seller of trucks and trailers to a Dependent Contractor, nor shall the Company directly or indirectly specify a lessor of trucks and trailers to a Dependent Contractor as a condition of entering into an agreement with a Dependent Contractor.

Section 3 - Industry Standards

The Dependent Contractor and the Company must conform to not less than the minimum standards and practices as established by this Agreement regarding monetary compensation as outlined in Appendix "A-I", hours of work and general working conditions.

Section 4 - No Mandatory Source

Under no circumstances shall the Company, directly or indirectly specify a mandatory source of fuel, tires, maintenance or insurance to be used by a Dependent Contractor as a condition of entering into a contract with a Dependent Contractor.

Section 5 - Requirements of Dependent Contractors

- (a) Dependent Contractors wishing to accept work with their tractors that is not commissioned by Columbia Containers must submit a temporary release form. If granted, this temporary release will not affect seniority unless such leave exceeds the terms provided for in this Agreement.
- (b) The Company will provide to each Dependent Contractor one set of corporate identification decals and will pay for professional installation of these decals once per truck. Decals must be installed as per the instructions of the Company.
- (c) If the Dependent Contractors truck is working in any other purpose than the business of the Company (to and from work with Company notwithstanding) then the Dependent Contractor must remove the decals or provide acceptable cover on all corporate logos. The truck must be re-decaled or identification restored in accordance with the Company instructions at the expense of the Dependent Contractor prior to the truck returning to work for the Company
- (d) From time to time the Company's Millwrights may be available for minor services on Dependent Contractor's trucks and trailers. Dependent Contractors will be charged \$75 per hour or portion thereof for such services performed by the Company and will pay cost plus 10% on supplies, parts or outside services provided by the Company. The Company would deduct such charges from the next pay period and will provide all supporting documentation upon request.
- (e) Dependent Contractors must provide:
 - i. Tractors legally able to pull the trailers for which they were hired; Tractors that are no more than five (5) years old; have less than 850,000 kilometres of service and

are painted solid white. The company would be willing to negotiate reasonable grandfathering provisions for existing Dependent Contractors.

- ii. Tractors that are in sound mechanical condition and that are compliant with all provincial and federal regulations including TLS and PMV requests; and upon request of the Company will provide proof of such compliance and maintenance records.
 - iii. Reasonable efforts to keep the exterior of their tractors clean and the body work in good condition and repair.
 - iv. Valid insurance that meets the minimum standards of Port Metro Vancouver (Currently \$5,000,000 3rd party liability, UIIA (Currently \$100,000 cargo insurance)), as well as proof of a valid National Safety Code and vehicle registration at the required GVW. Proof or copies of adequate insurance and licence must be produced to the Company upon request.
 - v. Semi-monthly invoice for services rendered, with a detailed breakdown, by the 2nd business day following the 15th and last day of the month. Failure to do so may result in delay of payment.
- (9) The Company can, at its sole expense, install GPS equipment in Dependent Contractors tractors that are servicing the Company. The Company will pay for all costs to remove the GPS equipment once the tractor is no longer in the service of the Company. Dependent Contractors will provide the Company reasonable access to their tractors for the purposes of installation and removal of GPS equipment.

ARTICLE 5

Section 1 - Regular Employee and Dependent Contractor

- (a) A regular Employee and a Dependent Contractor shall be considered in their respective positions with the Company when:
- vi. They have completed their probationary period;
 - vii. They make themselves available to the Company for full time employment;
 - viii. They have no other outside employment, except where such employment may be specifically permitted under the provisions of this Agreement;
- (b) There shall not be a cause for discipline or discharge for an Employee or Dependent Contractor to seek and/or accept gainful employment while on lay-off, provided they comply with sub-section (a ii) herein;
- (c) When the Company tries to contact any regular Employee or Dependent Contractor who is either on lay-off in excess of two weeks or has failed to report for duty within twenty-four (24) hours of contact, and cannot be contacted by telephone regarding their availability for employment, the Company will then make final contact by registered mail, with copy to the Union. Failure to then contact the Company with sufficient justification may then constitute grounds for dismissal.

Section 2 - Part-Time Employees

A part-time hourly Employee shall:

Be hired on an incidental and temporary basis to provide for additional manpower;

- (a) Be carried on a regular casual Employee's seniority list in a branch or division not serviced by a Union Hiring Hall as provided under article 3, section 3 (b), paragraph 1;
- (b) Be given first opportunity to qualify as a regular Employee as openings become available, providing they meet all Company qualifications and requirements;
- (c) Not be covered under the provisions of the Health and Welfare Plan until such time as they becomes a regular Employee
- (d) Only be hired by the Company, providing an acceptable Union member cannot be supplied
- (e) Be cleared or replaced by the Union Hall before starting their third shift

Section 3 – Regular Employee Reverting

Notwithstanding the provisions of Section 1 of this Article, the Company may employ a regular Employee as a part-time Employee provided the Employee has been on lay-off five (5) or more consecutive working days. Such Employee may be called in to work and paid wages for less than eight (8) hours excepting that if they are called and report for work on two (2) consecutive days they shall be a regular Employee on the second day. However, it is understood a reverting Employee shall be subject to all conditions herein, i.e. Health and Welfare, Pension etc.

Section4 - Working Agents

A working agent at small and/or remote company maintained terminals shall be considered as such:

- (a) They shall be an Employee of the Company.
- (b) They shall be used by the Company, only at such small and/or remote locations, where the Company's volume will not support, and the Company does not employ more than four **(4)** Employees including the working agent.
- (c) They shall be a member of the Union, but otherwise excluded under the terms and conditions of this Agreement, except they shall be entitled to the provisions of Article 7, Section 5, herein and that the monthly or annual monetary remuneration or benefits to him by the Company shall be an amount resulting in not less than they would otherwise receive under the terms of this Agreement for time worked.
- (d) They maybe on a monthly salary as described.
- (e) Their services shall not be utilized to deny other Employees of their equitable share of overtime.
- (9)** They shall not have the right to hire or fire and shall not be utilized to deprive other regular Employees of their regular duties causing lay-offs.

ARTICLE 6

Section 1 - Conflicting Agreements

The Company agrees not to enter into any agreement *or* contract with Employees or Dependent Contractors of the Company covered under this Agreement, members of the Union, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

Section 2 - Transfer of Company Title or Interest

This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company shall notify the Union in writing, not later than the effective date of the fact of any sale, transfer, lease, assignment, receivership or bankruptcy proceeding, not including financial arrangements thereof.

Section 3 - Protection of *Conditions*

It shall be a violation of this Agreement for the Company to require that an Employee purchase truck, tractor and/or tractor and trailer or other vehicular equipment or that any Employee purchase or assume any proprietary interest or other obligation in the business as a condition of continued employment.

Section 4 - New Trucks and trailers and Classifications

Prior to any new types of trucks and/or new classifications of employment for which rates of pay are not established by this Agreement are put into use, the Company shall advise the Union as far in advance as possible, and not less than thirty (30) days prior to implementation, the matter shall become the subject of discussion between the Parties for rates governing such trucks and trailers and classifications of employment. The Companies and the Union shall finalize within thirty (30) days after such implementation a rate to be established and such rate to be retro-active to date of implementation.

ARTICLE 7

Section 1 - Seniority

There will be separate seniority lists for Employees and for Dependent Contractors. Each seniority list shall be maintained so that in the event of a reduction or a restoration of the working force, seniority on a specific list will be used to reduce or restore the work force providing the remaining senior men on the list are capable of performing the remaining job or jobs.

Section 2 - Posting of Vacancies

(a) **All** new jobs and vacancies are subject to seniority and shall be posted promptly for seven (7) days in a conspicuous place at all terminals, stating starting time, job description and location. **All** regular Employees and Dependent Contractors shall be entitled to bid on such postings and the Company shall designate, on the original posting, the successful bidder within three (3) working days of the closing date of the posting. Any regular Employee absent by reason of accident, sickness or vacation, shall have the opportunity to bid on such job posting or vacancy within three (3) days after they return to work, provided they are capable.

(b) Provided the Employee or Dependent Contractor is capable and is given the opportunity to demonstrate their capability, seniority shall prevail in the appointments to new jobs or vacancies and, except by mutual agreement of the Parties hereto, for the purpose of shift preferential on established shifts. Starting time preference shall be given to senior Employees on established shifts. Except where a job or shift has been discontinued, there will be no job or shift bumping privileges. Senior Employees shall be given preference to fill vacancy on differential rated trucks and trailers if qualified.

Section 3 - Seniority Jurisdiction

(a) In all areas, seniority for Employees and Dependent Contractors shall be branch wide and the branch will include all terminals in a particular city.

(b) When an Employee and Dependent Contractors is laid-off for lack of work, they will then have the right to fill, if qualified and capable in all respects, provided they have been given the opportunity to demonstrate their capability any position to which their seniority will entitle them.

Section 4 – Probationary Period

(a) All newly hired Employees and Dependent Contractors shall be considered as probationary Employees for the first ninety (90) calendar days. There shall be no responsibility on the part of the Company in respect of the employment of probationary Employees should they be laid-off for lack of work or discharged during the probationary period. However, the Company shall inform probationary Employees and Dependent Contractors as to whether they have been discharged or laid-off and the reasons therefore with written notification to the Union Dispatcher.

(b) Upon the conclusion of any ninety (90) calendar day period during which a probationary Employee/Dependent Contractor has worked two hundred and forty (240) hours, the person's name shall forthwith be placed on the regular seniority list, effective from the first day of employment of the ninety (90) calendar day period, and the Employee/Dependent Contractor shall be entitled to all rights and privileges as provided in this Agreement with the exception of those as specified, i.e. Health and Welfare provisions.

Section 5 – Downsizing and Relocation

If, as and when terminals are closed down or partially closed down or amalgamated or moved to another location, the seniority of such Employees and Dependent Contractors shall immediately become a subject of discussion and failure of the Parties to agree may be submitted to the grievance procedure hereinafter provided for a final decision.

Section 6 – Part Time Status

Part-time or casual Employees will not be used to deprive any of the regular Employees or Dependent Contractors the conditions of this Agreement.

Section 7 – Posting of Seniority Lists

Within each branch and/or division the Company will post and maintain the two seniority lists. Such up-to date listings will be posted as of January and July of each year. Copies of current lists will be provided to the Union. Such lists to state starting date of each Employee and Dependent Contractor.

Section 8 – Removal from Seniority Lists

When an Employee's or Dependent Contractor's employment is terminated by the Company for proper cause or they leave by their own choice, they will automatically be struck from the seniority list. If an Employee or Dependent Contractors on their own volition obtains a withdrawal card from Local 31 they shall be struck from the Company seniority list.

Section 9 - Transfer of Seniority

In the event that the Company purchases a business or any part thereof, the Employees and Dependent Contractors of which are covered by a Collective Agreement with a Local Union of the International Brotherhood of Teamsters, the seniority of the Employees and Dependent Contractors shall be computed from the date that they respectively first become Employees of the business aforesaid.

Section 10 – Lay Off and Seniority

Any Employee or Dependent Contractor who has been on lack of work lay-off for one (1) year or more shall be removed from the seniority list and the Company shall be under no further obligation to such Employee.

Section 11 - Leave of Absence

(a) When the requirements of the Company's services will permit any Employee and Dependent Contractor hereunder upon written application to the Company with a copy of said application to the Union may, if approved by the Company, be granted a leave of absence in writing (with a copy to the Union) for a period of thirty (30) calendar days.

- (b) Upon six (6) months prior notification an Employee and Dependent Contractors may request every three (3) years and may be granted up to thirty (30) days leave of absence in conjunction with their holidays. When considered by the Company approval or rejection is to be given in writing with a copy to the Union within thirty (30) calendar days and if approved such approval may not be withdrawn except by mutual consent of the Employee and the Company. Under such leaves the Employee and Dependent Contractor will retain and accrue seniority only.
- (c) Such leave may be extended for additional periods of thirty (30) calendar days when approved by both the Company and the Union in writing and seniority will accrue during such extensions.
- (d) Any Employee or Dependent Contractor hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit their seniority and their name will be stricken from the seniority list and they will no longer be considered as an Employee or Dependent Contractor of the Company.
- (e) If an Employee or Dependent Contractor, employed in a classification requiring a driver's license, suffers the revocation of their driver's license, they will be re-classified provided they are capable and work is available and such work will not result in the bumping of regular Employees. If such an Employee cannot be re-classified, the Company may grant a leave of absence to such an Employee who has suffered a revocation of their driver's license of up to twelve (12) months duration in writing with a copy to the Union. The Employee may only take advantage of this section once while in the employ of the Company.
- (9) Any Employee or Dependent Contractor requesting a leave of absence for compassionate reasons shall not be unreasonably denied such request.

- (g) If a regular Employee for certified health reasons is unable to perform the work in their regular job, they will be re-classified according to their seniority and capability to perform work in another classification if it exists within the Company. The Employee must provide a valid medical opinion of their physical and/or mental ability to perform the new job in accordance with the provisions of this Agreement as it relates to Company required medical examinations.
- (h) When an Employee or Dependent Contractor within the bargaining unit covered by this Agreement receives leave of absence in writing with a copy to the Union to take a position within the Company which is beyond the sphere of the bargaining unit, they may retain their seniority for a maximum of ninety (90) calendar days within the bargaining unit.
- (i) The starting date of such an appointment shall be posted in the terminal. Notice shall be given to the Union in writing prior to the Employee or Dependent Contractor leaving the bargaining unit for any period of time. During this leave of absence such Employee shall continue to be covered by the Health and Welfare and the Pension Plan as provided in this Agreement.
- (j) Employees or Dependent Contractors who have been granted such a leave of absence must remain a member of the Union and be covered under all benefits of the Collective Agreement but shall not perform any duties covered by the bargaining unit. In such appointments seniority shall be a consideration. The successful appointee shall not have the right to hire and fire during the ninety (90) day leave of absence.
- (k) Not later than on the ninetieth (90) calendar day of this period, the Employee and Dependent Contractor must exercise their seniority rights by returning to their former unit or relinquish all such seniority rights. Should the Employee or Dependent

Contractor return or be returned to the bargaining unit for any reason, they must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising such privilege again.

ARTICLE 8

Section 1 - Meal Period

- (a) The Employee shall, except by mutual agreement between the parties hereto, take at least one (1) continuous period for meals at not less than thirty (30) minutes or more than one (1) hour in any one day.
- (b) Where an Employee is required to work in excess of two (2) hours overtime, they shall be entitled to paid time off for the purpose of eating at the end of their regular shift, except in a situation where interruption of work is not practical in which event the period may be staggered or postponed. Such meal period shall be paid at the applicable overtime rate of pay as provided in article 24, section 2 of this Agreement.

Section 2 Rest Breaks

Any Employee or Dependent Contractor shall be entitled to one (1) break of fifteen (15) minutes during both the first half and second half of any shift and, where practical, during each two (2) hour period of overtime, excepting during that period where a meal period is provided under section 1 above. A rest break shall be provided if the overtime worked is to exceed thirty (30) minutes. The commencement of this break may be staggered, but not beyond one half hour.

ARTICLE 9

Section 1 - **Safety** Conditions

- (a) Maintenance of Trucks and trailers - it is to the mutual advantage of both the Company and the Employee that Employees shall not operate vehicles which are not in safe operating condition. No Employee will be required to operate trucks and trailers on public streets and thoroughfares that are not in compliance with the appropriate provisions of the law dealing with safety requirements for mobile trucks and trailers; i.e. brakes, steering, adequate mirrors, signal lights or other lighting trucks and trailers.
- (b) It shall be the duty of the Employee and Dependent Contractor to report in writing on the appropriate forms of the company, promptly, but not later than the end of the shift, trip, or tour all safety and/or mechanical defects on the trucks and trailers which they have operated during that shift, trip or tour.
- (c) The Company shall designate the person to whom all defects reports on trucks and trailers are submitted, and all Employees and Dependent Contractor will be notified the name of such person.
- (d) In the event essential repairs cannot be affected to make Company trucks and trailers safe, the truck or trailer will be correctly identified and kept out of service until repaired and it shall not be considered a violation of their employment when a Company Employee refuses to operate such identified trucks and trailers. Identification red tags shall be supplied and made available by the Company.
- (e) It shall be the obligation of the Company to direct the repairs as necessary to conform to the safe and efficient operation of that truck or trailer.
- (9) It shall be the duty of the maintenance shop employees to perform their duties

efficiently and as instructed in such a manner that repairs having been made do correct the safety and/or mechanical defect.

- (g) The Company shall not require Employees to multi-deck trailers at night in an area without proper lighting.
- (h) Drivers will be held responsible to ensure that the proper trucks and trailers is used when towing another vehicle and the Company shall make available such adequate trucks and trailers.
- (i) All warehouses shall be equipped with efficient and safe loading plates properly anchored.
- (j) In isolated areas where the nature of cargo requires additional assistance to handle the cargo, the Company shall endeavour to arrange such assistance as may be required.
- (k) All tractors used during hours of darkness will be equipped with back-up lights.
- (l) The Company shall inform, direct and supply to the Employees proper information and handling devices or trucks and trailers for handling dangerous cargo.

ARTICLE 10

Section 1 - Pay Period

- (a) Except as otherwise mutually agreed between the Parties all regular Employees covered by this Agreement shall be paid not less frequently than on every other Friday all wages earned by such Employee and Dependent Contractor to a day not more than seven (7) days prior to the day of payment. The pay period shall commence

each Sunday at 00:01 hours. The Company shall provide every Employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments made to such Employee. Such statement shall set forth the dated pay period, the total hours worked, the total miles driven or paid for, the total overtime hours worked, either time and one-half or double time, the rate of wages applicable and all deductions made from the gross amount of wages. Pay cheques shall be made available before an Employee starts their shift except under circumstances beyond the control of the Company. Where this section applies to Interior Employees, the payday will be Thursday afternoon unless other arrangements have been agreed to between the Union and the Company.

- (b) Except where otherwise mutually agreed immediately prior to an Employee leaving on annual vacation, they shall be entitled to receive vacation pay by separate cheque in accordance with Article 25 of this Agreement, for that period of time that they will be absent from work. However, if the Employee fails to exercise this entitlement, such vacation pay will be paid to him on the first regular pay day following their return to work.
- (c) Dependent Contractors will be paid upon receipt of submitted invoices in accordance with Article 4 Section 5 (e) v of this Agreement and will be paid via electronic funds transfer 5 business days following the end of each semi-monthly invoicing period.
- (d) The company will implement a direct deposit pay system when a minimum of twenty (20) Employees has been reached.

Section 3 - Pay Cheque Errors

If an error occurs in an Employee's or Dependent Contractor's pay cheque and the amount is equal to one (1) day or more, they shall be entitled on request to a cheque being issued in favour of such Employee or Dependent Contractor within two (2) working days.

Section 4 - Separation of Employment

Except as elsewhere herein provided, upon termination or quitting, the Company shall pay all money due to the Employee as soon as possible, **but** not later than seven (7) calendar days thereafter.

ARTICLE 11

Section 1 - Paid for Time

- (a) All Employees and Dependent Contractors covered by this Agreement shall be paid for all time spent in the service of the Company. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the Employee is ordered to report for work or registers in, whichever is later, until they are effectively released from duty.
- (b) When Employees are required to ride ocean ferries with their trucks and trailers on ferry trips that exceed eight (8) hours (i.e. Port Hardy-Prince Rupert and Alaska ferries), they shall be compensated at their straight time hourly rate for one-half the total hours spent in making the trip. It is understood that the paid hours will not be used in the calculation of overtime.
- (c) Employees required to travel on public transportation or in Company trucks and trailers in a deadhead manner shall be paid in accordance with Article 24.

Section 2 - Bereavement Leave

- (a) An Employee and Dependent Contractors shall be granted a maximum of three (3) regularly scheduled work days leave, in the case of death of a parent, spouse,

brother, sister, child, parent-in-law, sister-in-law, brother-in-law, step-children, legal guardian and grandparents which include spouses grandparents and grand-children. Regular Employees will not have a loss of regular pay and benefits.

- (b) Funeral leave is not compensable when the Employee is on leave of absence, bona fide lay-off, or annual vacation.
- (c) Upon giving twenty-four (24) hours notice, an Employee or Dependent Contractor shall be granted time off without pay for the purpose of attending a funeral provided that the granting of such time off shall not be inconsistent with the efficient operation of the business.
- (d) A working day lost shall be not more than eight (**8**) hours for hourly Employees or not more than ten (10) hours for line drivers.
- (e) This clause will have no application for an Employee or Dependent Contractor on leave of absence or when receiving benefits under the health and welfare plan, annual vacations, workers' compensation, or as otherwise covered by this Agreement.

Section 3 – Jury Duty

An Employee summoned to jury duty or subpoenaed as a witness on a day that they would normally have worked shall be paid in accordance with the laws of British Columbia. This clause will have no application for an Employee on leave of absence or when receiving benefits under the health and welfare plan, annual vacations, workers' compensation or as otherwise covered by this Agreement.

Section 4 – Medical Examinations

(a) Any Company or Government required physical or medical examination shall be promptly complied with by all Employees and Dependent Contractors provided, however, the Company shall pay Employees for all such physical or medical examinations as a result thereof during their working hours.

- i. Where a regular Employee is required by the Company to take a medical outside of their regular hours of work, the Company shall pay, to a maximum of two (2) hours straight time, wages for such time spent excepting in instances where an Employee is returning to work or is about to return to work following illness or disability.

(b) If following a medical examination under (a) of this section, the Employee or Dependent Contractor is dissatisfied with the decision of the Company doctor, the Employee may seek a decision from their personal doctor. Should the decision of the Company's doctor and the Employee's doctor differ, the Company or the Union is entitled to direct that the Employee be examined by a medical specialist whose speciality covers the disability. The Company's doctor and the Employee's doctor together, shall then select such a specialist.

- i. The decision of the medical specialist shall be final and binding upon the parties involved and the Employee shall not suffer loss in wages or health and welfare Plan benefits, whichever applies as a result of such examination(s).

Section 5 - Compensation Sickness Coverage

(a) When an Employee or Dependent Contractor goes off work ill or on compensation or

grievance is invoked on their discharge, the Company shall continue to pay both their Health and Welfare Plan fees and Union dues as per this Agreement so that the Employee or Dependent Contractor shall be protected to the utmost provided:

- i. The Employee or Dependent Contractor reimburses the Company for such contributions normally paid by said Employee and is at no time more than five (5) months in arrears; and
- ii. The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties.

(b) When an Employee or Dependent Contractor returns to work, the Company shall deduct from their earnings any monies the Company has paid out in respect of their contributions.

(c) In the event any Employee or Dependent Contractors does not return to work, and the Employee refuses or neglects on demand at their last known address to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.

Section 6 - Licence Tests

(d) Whenever it becomes necessary for Employees to undertake tests for renewal of licences or tickets, the Company shall upon request provide appropriate trucks and trailers for this purpose. Time taken off by Employees for such purpose shall be paid for at the Employee's straight time rate.

(e) Dependent Contractors are responsible for their own tests, licenses, tickets (not referencing violation tickets caused by the Company) and medical exams on their own time and with their own equipment. The Company may provide trailers to Dependent

Contractors if required upon request; however the Company is under no obligation to do so.

- (f) Any Employee with one (1) or more years of seniority, who is required under the Motor Vehicle Regulations to undertake a physical examination as a condition of continuing to hold a valid driver's licence shall receive a Company contribution to a maximum of forty dollars (\$40.00) to the cost of the examination, provided a receipt is submitted to the Company.

ARTICLE 12 : WORK ASSIGNMENTS

- (a) The Company agrees to respect the jurisdictional rules of the Union and assignments shall not direct or require its Employees or persons, other than the Employees in the bargaining unit here involved to perform work of the Employees and Dependent Contractors in the said unit. This is not to interfere with bona fide contracts with bona fide unions.
- (b) In the event that members of a union, other than the Union which is signatory to this Agreement, attempt to encroach on the working practices and arrangements as laid down by the Company and that contravene the Union's jurisdiction pursuant to the certificate of bargaining authority, the Union agrees that it shall inform the Employees affected of their obligation to carry out the terms and conditions of this Agreement.
- (c) Notwithstanding (a) and (b) above, the Company can outsource Work Assignments under the following conditions:
 - i. All Dependent Contractors and Employees are working
 - ii. Time Constraints require immediate work to be done by the Company

- iii. The Company has exhausted its reservations and requires the use of other companies' reservations to fulfil customer obligations.

ARTICLE 13: RESIGNATIONS, DISCHARGE OR SUSPENSION; MANAGEMENT'S RIGHTS

Section 1 – Resignation

If an Employee or Dependent Contractor wishes to terminate their employment they must submit assigned letter of resignation with two full weeks working notice to the Company clearly indicating their last day of employment.

Section 2 - Discharge or Suspension

(a) Subject to the terms of this Agreement, all matters concerning the operations of the Company business shall be reserved to the management. The Union recognizes that it is the function of the Company:

- i. To maintain order, discipline and efficiency;
- ii. To discharge, classify, suspend for proper cause, direct or transfer Employees or Dependent Contractors from one classification to another, move the person from one location to another for proper cause;
- iii. To increase and decrease working forces;
- iv. To make or alter from time to time rules and regulations to be complied with by its Employees and Dependent Contractors. These rules and regulations are to

be filed with the Union and posted in clear locations for both Employees and Dependent Contractors.

(b) An Employee or Dependent Contractor will receive a copy of any written reprimand or warning letter placed on their file with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the Employee's or Dependent Contractor's personal work history. However, any incident causing such written reprimand or warning letter over a period of twelve (12) months will not be used to compound other disciplinary action against the Employee or Dependent Contractor.

ARTICLE 14

Section 1 - Protection of Rights

- (a) It shall not be a violation of this Agreement or cause for discharge of any Employee or Dependent Contractor in the performance of their duties to refuse to cross a legal picket line recognized by the Union.
- (b) The Union shall notify the Company as soon as possible of the existence of such recognized legal picket lines.

Section 2 - Controversy ~~With Other~~ Unions

If a dispute arises as the result of the Employees of a Company bound by the terms of the this Agreement handling or transporting any commodities for a company or business that is being legally picketed by a Local Union of Teamsters Canada, the Company and the Union shall immediately meet with the objective of arriving at a mutually satisfactory solution.

Section 3 - Strikes Outside Columbia Containers

It is agreed in the event of a strike among the employees of any other firm with which the Company does business; the Company will not ask its Employees or Dependent Contractors to perform any labour they do not ordinarily perform.

Section 4 - No Strike or Lockout

It is mutually agreed that there shall be no strike, lockout, or slowdown whether sympathetic or otherwise during the term that this Agreement shall be in force.

ARTICLE 15 TECHNOLOGICAL AND MECHANICAL CHANGES

- (a) Definition: Technological and mechanical changes shall be defined to mean the introduction and utilization of vehicular and other trucks and trailers changes which have not previously been used with the bargaining unit by the Company and the use of which results in the termination or the laying off of regular Employees.
- (b) Recognition by Parties: All Parties to this Agreement recognize that technological and mechanical changes that result in the increased efficiency and productivity must be encouraged and further that all Parties have a direct responsibility to reduce to a minimum the adverse effects that may result from such changes.
- (c) Prior Notification: The Company shall advise the Union as far in advance as possible, and not less than thirty (30) calendar days prior to the introduction of technological or mechanical changes and the matter shall immediately become the topic of general discussion and consultation between the Company and the Union and particularly in regard to:

- i. The effect such changes will have on the number of Employees within the bargaining unit;
- ii. The probable effect on working conditions; and
- iii. Any changes in job classifications.

(d) Dislocated Employees: In the event technological or mechanical changes result in a reduction in the work force or the demotion or promotion of Employees, such reductions, demotions or promotions shall be done in accordance with the provisions of article 7, seniority as contained herein.

(e) Re-training and Upgrading: The Parties jointly and individually will undertake with the assistance of Canada Manpower and through recognized provincial or local adult training programs if necessary to re-train and upgrade regular Employees to enable them to become qualified and capable of performing new jobs resulting from or created by the technological mechanical changes.

ARTICLE 16

Section 1 - Inspection Privileges

Authorized agents of the Union will request and have access to the Company's establishments during working hours for the purpose of investigating conditions related to this Agreement and shall in no way interrupt the Company's working schedule.

Section 2 - Shop Stewards

(a) The Union shall elect or appoint shop stewards from among its members in the bargaining unit and shall notify the Company in writing forthwith of such appointments

and deletions of those Employees or Dependent Contractor so elected or appointed. The Company will recognize shop stewards and not discriminate against them for lawful Union activity. The Company will notify the Union forty-eight **(48)** hours prior to dismissal of a shop steward.

- (b) Grievances shall be processed during the normal working hours of the shop steward. A steward shall receive their regular rate of pay when grievances or pending grievances are processed with the Employer on Employer property or at any other place which is mutually agreed upon by both the Union and the Employer.
- (c) If the Employer representative is unable to meet the steward during the steward's normal working hours, the steward shall be paid for all the time spent during the processing of the grievances with the Employer on the Employer's property or at any other place which is mutually agreed upon by both the Union and the Employer.

ARTICLE 17 SANITATION & FIRST AID

Section 1 - Sanitary Conditions

Where possible, and where required, the Company agrees to maintain at its terminals adequate, clean, sanitary toilet facilities, lockers, lunchrooms and washrooms having hot and cold running water with proper ventilation. It shall be the responsibility of the Employees and Dependent Contractors to use all facilities carefully and considerately without unnecessary damage and dirtiness.

Section 2 - First Aid Supplies

The Company shall provide first-aid provisions in accordance with the Workers' Compensation Act.

Section 3 - First-Aid Attendant

Any Employee holding a first-aid certificate recognized under the Workers' Compensation Board regulations who is designated by the Company to carry out duties of a first-aid attendant, Class C shall receive in addition to their regular rate as provided in Schedule "A" herein a premium of thirty (30) cents per hour. The employer shall be responsible for the cost of maintaining or upgrading the Employee's first-aid certificate to the extent that course fees will be paid by the Employer.

ARTICLE 18 – UNION LABELS

It shall not be a violation of this Agreement for an Employee or Dependent Contractor to post the Teamsters Union Label in a conspicuous place on the glass area of the trucks and trailers they are operating. The said label is to be a size not in excess of three (3") by four inches (4") and not to be attached to any area which will impair the vision of the driver.

ARTICLE 19 WORK REQUIREMENT NOTIFICATIONS

Hourly rated Employees and Dependent Contractors on day shift will be notified by 4:30 pm the day previous to their not being required for duty. Employees and Dependent Contractors working other than day shift will be notified before quitting time on the day previous to their not being required. These times may be amended with the mutual agreement of the Parties. Changes in time shall be posted and remain posted the following day.

ARTICLE 20 ACCIDENTS

If an Employee after starting work meets with an accident which incapacitates him from carrying on their duties, they shall be paid their full day's wages for the day of their injury, provided they are not in receipt of compensation from the Workers' Compensation Board for that day.

ARTICLE 21 RATE OF PAY CHANGES

Section 1 - Pay For Change in Classification

- (a) When an Employee from a higher rated classification is requested to work temporarily or until permanently reclassified at a lower-rated classification, they shall continue to be paid at the rate paid for the higher-rated classification.

- (b) Where an Employee from a lower-rated classification is requested to work in a higher-rated classification for (a) one hour and up to two hours, they shall be paid for the period worked at the higher rate and (b) for two or more hours, they shall be paid for the entire day at the rate paid for the higher-rated classification.

- (c) An Employee who is required, as a condition of employment, to be the holder of a valid and subsisting license shall receive the appropriate rate of pay for whichever license they are required to hold. This clause shall not apply if an Employee exercises their seniority into a different classification.

Section 2 - Pay For Change in Jurisdiction

In the event that the Company should require any Employee covered by this Agreement to engage in work on construction or demolition or in the confines of a construction or demolition site coming within the jurisdiction of an agreement which has established more

favourable wage rates than those herein contained, such Employee shall be entitled to be paid at the more favourable wage rate while they are so engaged.

Section 3 - Dependent Contractors; Duties Other Than

- (a) When Dependent Contractors are asked by the Company to drive company trucks they will be compensated at a rate of \$36 per hour
- (b) When Dependent Contractors ask the Company to drive Company trucks they will be compensated at a rate of \$25 per hour
- (c) Dependent Contractor seniority will not trump Employee seniority when Dependent Contractors operate Company trucks.
- (d) Dependent Contractors asked by the company to participate in non driving duties will be compensated at a rate of \$36 per hour

ARTICLE 22

The regular hourly and mileage rates paid shall be those set out in Appendix "A" attached hereto and forming part of this Agreement.

ARTICLE 23

Section 1 - Health and Welfare

A Health and Welfare Plan shall cover all Company Employees. The Plan is set out in Appendix "B" and forms part of this Agreement

Section 2 - Legal Costs

The Company agrees to pay the full amount of legal costs incurred by the Union to recover any arrears in remittances for Health and Welfare Plan coverage, union dues, pension plan contributions or any other monies payable by the Company for the benefit of Employees whether such money is payable to the Union or to another entity.

ARTICLE 24 PAY ADJUSTMENTS

Section 1 - Regular Work Day/Week

- (a) Except as hereinafter provided, the regular work day shall consist of eight (8) hours of work between 5:00 a.m. and 6:00 p.m. not including the meal period. The regular work week shall consist of five (5) consecutive eight (8) hour days in the period from Monday to Saturday with a minimum four (4) hour callout.
- (b) An Ancillary Averaging Agreement signed outside this Agreement endorsed by a majority of Employees will supersede workday, workweek, overtime, and night bonus provisions. Such an Agreement must be endorsed by a majority of Employees.
- (c) A Night Bonus is to be paid to Employees, and Dependent Contractors other than regular shift Employees, who work during the hours 6:00 p.m. and 6:00 a.m., shall be paid a bonus of \$1.00 (one dollar) per hour for those hours between 6:00 p.m. and 6:00 a.m. It is understood that this bonus shall not apply to any hours worked between 6:00 p.m. and 6:00 a.m. for which an Employee is being paid at overtime rates or the differential pay. Additional Employees added to regular shifts shall not be entitled to the provisions contained herein.

(d) Shift Differential

- i. The Company may institute shift work, that is to say work done wholly or partly outside the regular hours of work provided that the shift work is continued for not less than five (5) consecutive work days in any one **(1)** week. If the shift work is not continued for the said period in respect of any Employee covered by this Agreement, the bonus provision of this article, section **(f)** shall apply in favour of such Employee.
- ii. Any Employee who commences work at 2:00 p.m. or later or prior to 6:00 a.m. shall be guaranteed eight (8) hours pay plus one hour differential.

(e) Daily Guarantee

- i. Any regular Employee who is called out to work on a regular work day shall be paid not less than four **(4)** hours pay. if they works in excess of four **(4)** hours, they shall be guaranteed six (6) hours. For hours worked in excess of six **(6)**, they shall be paid 8 hours pay. Any work excess of 8 hours will be paid for time served at the prescribed rate of pay for said hours
- ii. When a casual hourly rated Employee is called and reports for duty Monday through Friday, they shall be guaranteed a minimum of four **(4)** hours pay, and if they works in excess of four **(4)** hours shall be guaranteed six (6) hours, and **if** they works in excess of six (6) hours they shall be paid for eight (8) hours. However, in the event that such casual Employee, whose hours extend wholly or partly outside the regular hours of work, shall be guaranteed eight (8) hours pay plus the overtime or shift differential premiums.

- iii. Any hourly rated Employee and Dependent Contractors reporting for duty on a callout or call-back basis inconsistent with their regular scheduled work day or shift shall be guaranteed a minimum of four **(4)** hours pay but after completion of the duty they was called for, they may book-off work with a minimum of two (2) hours pay.

- iv. To qualify for the benefits of sub-sections (i), (ii) and (iii) of this article, this section, the Employee will perform work within the bargaining unit in jobs other than their normal or regular job in the event that their services are not required in their normal or regular job.

Section 2 - Overtime Provisions

The Company shall pay overtime rates of wages to every Employee entitled thereto as follows:

- (a) All time worked over and above eight (8) hours per day on any shift shall be deemed overtime until a break of eight (8) hours occurs.

- (b) For the first two (2) hours of overtime on any regular day, one and one-half times their regular rate of wages and for all time worked thereafter, the Employee shall be paid double their regular rate of wages

- (c) The following shall apply:
 - i. For the first eight (8) hours worked on a Sunday or general holiday, an Employee shall be paid double their regular rate of wages. The rate to be paid for the 9th and 10th hour on a Sunday or general holiday shall be three (3) times the regular rate. The rate to be paid for all hours beyond the 10th hour shall be four **(4)** times the regular rate.

- ii. For all Employees assigned to a Monday to Friday work week, Saturday and Sunday shall be sixth and seventh shifts.
 - iii. Where any Employee works on their regularly assigned rest day, except Sunday, they shall be paid at one and one-half times their regular rate for the first eight (8) hours; two and one quarter times their regular rate for the ninth (9th) and tenth (10th) hour and three times their regular rate thereafter.
- (d) For the purpose of this section the work week shall be from 00:01 Monday to 24:00 hours Sunday. With respect to general holidays, the foregoing overtime provisions are in addition to eight (8) hours wages which shall be paid in any event.
- (e) Overtime shall be allocated wherever possible to capable senior Employees in their classification in a voluntary manner provided, however, that upon reaching the bottom of the seniority list the Employee shall be required to work overtime.
- (9) Except in case of emergency or where it is unavoidable, or where it is inefficient, no Employee shall work weekly overtime until all regular Employees in their unit have worked the full quota of regular hours provided there are capable and qualified regular Employees amongst those who have not worked their full quota of regular hours. Provided the foregoing has been complied with, seniority will prevail in classifications for the allocation of overtime.

Section 3 - General Holidays

- (a) Employees shall be paid for time not worked at the regular rate on New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and in

the event a general holiday is proclaimed by the Federal or Provincial Government, such holiday shall be observed as a general holiday. The rates of pay for these general holidays will be at the regular applicable work time rate.

- (b) Dependent Contractors will be given the above noted holidays off but without pay.
- (c) Employees entitled to those paid holidays shall have been on the payroll thirty (30) calendar days previous to the holiday.
- (d) Employees absent from work by reason of accident or illness not in excess of six (6) months shall receive full pay for general holidays as designated herein. Employees in receipt of Workers' Compensation Wage Loss Benefits shall not be paid for the general holidays as designated herein.
- (e) Employees absent by reason of leave of absence, discharge, quit, layoff or suspension shall not be entitled to general holiday pay. Employees must have worked at least 5 days prior to the holiday in order to receive holiday pay.
- (9) The Employee who is terminated or discharged for just cause within the thirty (30) calendar day period shall not be entitled to general holiday pay. If an Employee who has been laid off temporarily is returned to work within thirty (30) calendar days after the holiday, they shall be entitled to the paid general holiday.
- (g) When a general holiday falls on a regular Employee's regular day off, then such Employee will be granted a day off in lieu of such general holiday on either the last preceding working day or the first working day following such general holiday.

ARTICLE 25

Section 1 - Two ~~Weeks~~ Vacation

Upon completion of one year's service Employees shall receive two (2) consecutive weeks vacation with eighty (80) hours pay at their hourly rate of pay in effect at the time they take their vacation or four percent (4%) of annual gross earnings, whichever is the greater. Vacation pay at four percent (4%) shall be paid to all Employees with less than one (1) year of service.

Section 2 - Three ~~Weeks~~ Vacation

Any Employee completing three (3) years of continuous service shall thereafter receive six percent (6%) or one hundred and twenty (120) hours at their hourly rate of pay in effect at the time they take their vacation, whichever is the greater.

Section 3 - Four ~~Weeks~~ Vacation

All Employees with nine (9) years or more continuous service shall thereafter receive eight percent (8%) or one hundred and sixty (160) hours at their hourly rate of pay in effect at the time they take their vacation, whichever is the greater.

Section 4 - Five ~~Weeks~~ Vacation

All Employees with fifteen (15) years or more continuous service shall thereafter receive ten percent (10%) or two hundred (200) hours at their hourly rate of pay in effect at the time they take their vacation, whichever is the greater.

Section 5 - Si Weeks Vacation

All Employees with twenty-one (21) years or more of continuous service shall thereafter receive twelve percent (12%) or two hundred and forty (240) hours at their hourly rate of pay in effect at the time they take their vacation, whichever is the greater.

Section 6 - Accident or Illness

(a) Absence by reason of accident or illness shall be counted as hours worked in the intervening years between the Employee's first year and final year of employment. In any such year, the Employee will be credited with a maximum of five hundred (500) hours for such absence if they have less than fifteen hundred (1500) hours of work in that year to qualify for vacation herein stipulated.

(b) In any year where an Employee has not qualified *for* a full vacation as a result *of* accident or illness, they will still be credited with a year of service to determine future vacations.

Section 7 - Calculation of One Year Service

Fifteen hundred (1500) hours shall constitute a year's service, but no Employee will be permitted to accumulate more than one (1) year of service or any additional fraction thereof in any single calendar year. However, general holidays shall count as hours worked.

Section 8 - Vacation General

(a) **A** calendar year shall be the period between January 1st and December 31st.

- (b) Where the date of commencement of employment is the anniversary date for the purpose of calculating annual vacations, Employees shall receive vacations in accordance with the provisions contained in sections 1 and/or 2 , 3, 4, 5 and 6 of this article.
- (c) Irrespective of whether vacation benefits are calculated on the basis of (a) or (b) of this section, vacation pay cheques will be issued to all Employees in accordance with the provisions of article 10, section 1 (b) of this Agreement.
- (d) An Employee hired after January 1st in any year and who does not qualify for a full annual vacation, shall be paid an amount equal to four percent (4%) of their total wages from the date of employment to December 31st of that year. The Employee is then to work a full year before receiving a full annual vacation with pay. Time off (without pay) will be allowed during this year with such time off being calculated on the basis of holiday pay.
- (e) Employees who receive their vacation pay on the percentage basis shall be paid the appropriate percentage of gross income shown on their T4 income tax statement.
- (9) At the same time T4 slips are made available, the employer shall type on the amount of Union Dues paid by each Union member in that year.

Section 9 Vacation Time

- (a) All Employees entitled to more than two (2) weeks vacation may receive them in one continuous period, only if they take their vacation in the off-season. The Union and the Company may, however, waive this provision where an Employee requests, for compassionate reasons, that they be granted all of their vacation continuously, within the prime season.

- (b) The prime season will be defined as: September 1st – March 31st inclusive
- (c) Employees entitled to three (3) weeks vacation, but whose seniority is such that they would not otherwise qualify for a vacation in the prime season, may be given one week in that season with written permission from the Company.
- (d) Employees, with the exception of those described in (b) above, requesting a vacation during the prime season shall receive two (2) weeks in one (1) continuous period. The remainder of the vacation to which such Employee is entitled shall be given during the off-season.
- (e) Employees shall be granted their vacation dates, in order of their seniority, consistent with the efficient operation of the business. Vacation lists shall be posted and remain posted on or before January 31st of each year.
- (f) Vacation period to start on completion of Employee's normal work week, and end on the first day of their normal work week on the completion of their vacation.
- (g) Where an Employee has less than fifteen hundred (1500) hours and is terminating employment, voluntarily or otherwise, they shall receive 4%, 6%, 8%, 10% or 12% of their earnings in lieu of the holidays to which they are entitled.
- (h) Unless otherwise mutually agreed between the Company and the Employee, every Employee shall be notified at least fourteen (14) days prior to being required to take any vacation period. Once vacation periods are established the time shall not be changed except where mutually agreed between the Employee and the Company.
- (i) Any Employee who accepts gainful employment while on vacation may be terminated.

- (j) Any regular Employee receiving a differential or premium pay on a regular basis, this differential or premium will become part of their regular hourly rate of pay, and shall be paid on all general holidays and annual vacations.
- (k) In the event a general holiday falls during an Employee's vacation, the Employee will be allowed a day off without pay in lieu of such general holiday, either immediately preceding or immediately following their vacation period. Such day off without pay in lieu of a general holiday will be designated on the final vacation schedule.
- (l) General holidays that fall within the vacation periods that are not designated on the final vacation schedule, the day in lieu of such general holiday will be designated at the time the vacations are booked and approved.

ARTICLE 26

Section 1 - Savings Clause

If any article or section of this Agreement or any of the riders hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.

Section 2 - Negotiations ~~for~~ Replacement ~~of~~ Articles **Held** Invalid

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into

immediate collective bargaining negotiations upon the request of either Party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in article 30 following.

ARTICLE 27

The marginal section and article heading shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

ARTICLE 28

Section 1 - Grievance Procedure

- (a) Whenever any dispute arises between the Company and the Union or between the Company and one or more Employees or Dependent Contractors, the men shall continue to work and the dispute shall be adjusted in accordance with the following procedures.
- (b) Time limit to institute this Grievance Procedure:
- i. Termination or lay-off - ten (10) calendar days.
 - ii. All other grievances -twenty (20) calendar days.
- (c) In any dispute over a pay cheque or pay statement or any matter thereon the time limit shall be calculated from the date the Employee received the pay cheque or pay statement

(d) Steps to the Grievance process are as follows:

- Step 1: Any grievance of an Employee shall first be taken up between such Employee and the Company supervisor, however, the Employee will be entitled to be represented by a shop steward or a Union representative.
- Step 2: Failing settlement under Step 1, such grievance shall be taken up between a representative of the Union or a shop steward and the Company supervisor.
- Step 3: Failing settlement under Step 2, such grievance and any dispute arising between the Union and the Company over the interpretation or application of the provisions of this Agreement, including any dispute as to whether a matter is subject to this grievance procedure shall be referred to two (2) authorized representatives of the Union and two (2) authorized representatives of the Company. The representatives of the Union and the Company shall exchange statements in writing setting forth their respective positions relative to the matter(s) in dispute not later than at their initial meeting.
- Step 4: Failing settlement under Step 3, either Party may refer the matter to an agreed upon neutral arbitrator who will meet with the authorized representatives of the Union and the Company to hear both sides of the case.

Section 2 - Duties of Parties During Grievance Steps

In each step of the grievance procedure, including referral to arbitration:

- i. The party filing the grievance must proceed to the next step of the grievance procedure within twenty (20) calendar days of receiving (or should have received)

the response from the other party or the grievance will be considered withdrawn.

- ii. The party responding to the grievance must reply within ten (10) calendar days of receiving the grievance or the matter will automatically be referred to the next step of the grievance procedure.
- iii. These time limits may be extended by mutual agreement of the parties, in writing.

Section 3 - Minister of Labour

If the Parties fail to agree upon a neutral arbitrator within five (5) days (excluding Saturdays, Sundays and General Holidays) after one Party has served written notice on the other Party of its intention to refer the matter to a neutral arbitrator, the Minister of Labour will be requested to appoint a neutral arbitrator.

Section 4 - Arbitrator's Decision

The arbitrator shall be required to hand down their decision within fourteen (14) days (excluding Saturday, Sunday and General Holidays) following completion of the hearing, and their decision will be final and binding on the two Parties to the dispute and shall be applied forthwith.

The decision of the arbitrator shall be specifically limited to the matter submitted to him, and they shall have no authority in any manner to amend, alter, or change any provisions of this Agreement.

Section 5 - Costs

The cost of the arbitrator will be borne equally by the Union and by the Company.

Section 4 - Meeting Chairman and Minutes

Under step 3, the Company will act as recording secretary and will furnish the Union with a copy of any such minutes. All copies of minutes will be signed by both the Union and the Company representative(s). Under step 3, the meeting chairman will be rotated between the Union and the Company.

ARTICLE 29

Section 1 - Term of Agreement

This Agreement shall be for the period from and including date of ratification to and including June 20th 2016. Either Party to this Agreement may, within four months immediately preceding June 20th 2016 give to the other Party written notice to commence collective bargaining.

Section 2 - Expiry of Term

After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the Parties under part 5 of the Labour Relations Code including the right to strike or lockout the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the Parties mutual consent during the period that the Union remains the bargaining agent for Employees identified in this Agreement.

Section 3 Exclusion of Section 50 of the labour Relations Code

It is mutually agreed that the operation of Section 50 of the Labour Relations Code is specifically excluded from operation in this Agreement.

• The Labour Relations Code provides as follows:

Section 50 - where a Collective Agreement is for a term of more than one year and notwithstanding the Agreement either Party may at any time after the Agreement has been in operation for 8 months apply to the Minister for leave to notify the other party that the Agreement will be terminated on its next anniversary date; and if the Minister consents and the notice to terminate is served on the other party at least three (3) months before the date on which the Agreement is to be terminated, the Agreement is terminated on that date.

DATED THIS 18th DAY OF July ,2011 in Vancouver BC

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

Randy Ferrario PRESIDENT
Name & Title

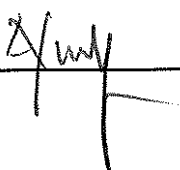
San Kennedy
Name & Title

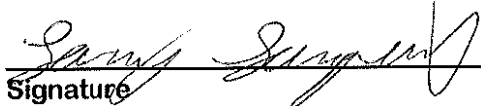

Signature

Signature

ADRIAN SAMUEL
Name & Title

B/A
Name & Title

DIRECTOR OPS

Signature


Signature

APPENDIX "A" - WAGE SCHEDULE

Company Drivers Hourly Rates					
YTD	Year 1	Year 2	Year 3	Year 4	Year 5
\$ 22.00	\$ 23.00	\$ 23.35	\$ 23.70	\$ 24.05	\$ 24.41
Dependent Contractors Hourly Rates >46,500 GVW					
YTD	Year 1	Year 2	Year 3	Year 4	Year 5
\$ 58.48	\$ 61.50	\$ 61.50	\$ 62.75	\$ 64.00	\$ 65.25
Hourly Rates <=46,500 GVW					
YTD	Year 1	Year 2	Year 3	Year 4	Year 5
\$ -	\$ 48.00	\$ 48.00	\$ 48.96	\$ 49.94	\$ 50.94

Section 1 - Employees:

- (a) Grandfathered Employees who were formally Dependent Contractors and converted to Company drivers will be paid \$29.50 per hour in the first year of the contract, \$29.75 in the second year of the contract and \$30.00 per hour in the third year of the contract.
- (b) Maximum Company Driver pay per regular hour = \$30 for the duration of the contract.
- (c) All probationary Employees will be paid one dollar per hour \$1.00/hr less than the full classification rate. Upon attaining regular Employee status such Employee will be paid fifty cents (50¢) per hour less than the full classification rate for the first six (6) months of employment. The Company at its sole discretion may waive the fifty cents (50¢) deduction provision at any time during the final three (3) months of the first six (6) months.

Section 2 - Dependent Contractors:

- (a) A fuel surcharge will be paid per the Ready MOA dated July 29th 2005. Based on this Agreement a fuel surcharge will be paid to each driver based on the quarterly average diesel fuel price exceeding \$1.05 per litre. The fuel surcharge will equate to 1% of the driver's hourly wage for every \$0.05 increase in the quarterly average price of fuel. Changes to the Ready Agreement will not effect this agreement. The surcharge will be adjusted the first business day following March 31st, June 30th, September 30th, and December 31st.
- (b) The Company agrees to reimburse Dependent Contractors and Employee drivers for any tolls they pay in the service of the Company
- (c) The Company will deduct a Health and Welfare contribution from Dependent Contractors pay cheques to pay into the Teamsters Health & Welfare Plan in the Dependent Contractors behalf.
- (d) Dependent Contractors *on* contract at the time of signing will be grandfathered and will always be paid at the greater than 46,500 GVW regardless of the GVW they are required to license their tractors by the Company. Grandfathered Dependent Contractors who wish to reduce their GVW on their own volition will be paid at the lower GVW rate.
- (e) Any Dependent Contractor wishing to convert to a Company Driver within the first year of this contract may make an application to the Company. If the application is approved the Company will start former Dependent Contractors **at** \$25.00 per hour. Approved applications in subsequent years will start at the prescribed rate of pay in the above table.

APPENDIX "B" - HEALTH AND WELFARE

Section 1 -- Participation

- (a) It is agreed that the Company and drivers of Company owned trucks (hereinafter referred to as "Company drivers") will participate in the Teamsters - Transport Health and Welfare Trust Plan (the Plan) instituted 1 July, **1971**, and operated under an Agreement and Declaration of Trust revised on 26 November, **1990**.

- (b) The Company and Company driver participation in the Plan will continue throughout the life of this Agreement.

Section 2 - Board of Trustees

A Board of Trustees will be constituted of those persons provided for in the Agreement and Declaration of Trust (the Trust Agreement) and will include no less than three **(3)** people appointed by the Teamsters Local Union **No. 31**.

Section 3 - Plan Administration

- (a) The terms of the Plan and its administration shall be entirely the responsibility of the Board of Trustees, provided the Plan is administered in accordance with the Collective Agreement and any applicable government law or regulation.

- (b) The Plan and the activities of the Board of Trustees will be governed by an Agreement and Declaration of Trust, and benefit entitlement will be subject to such rules, limitations and exceptions contained in Plan documents and insurance contracts as are established and accepted by the Trustees from time to time.

Section 4 - Eligibility Conditions

- (a) Company drivers shall be considered Employees, and from the date of this Agreement, shall be required to join the Plan.
- (b) Every Company driver who is hired by the Company after the date of this Agreement shall join the Plan on the first day of the month coincident with or immediately following the month in which the Company driver becomes a regular Employee.
- (c) This paragraph can be changed if 90-day wait.
- (d) Notwithstanding subparagraph "(b)" above, any member of the Union who is hired by the Company as a Company driver after the date of this Agreement and has been covered under the Plan within the 30 day period immediately prior to the date on which they commences work with the Company, and who becomes a regular Employee, shall join the Plan on the later of their date of hire or the day following termination of their previous coverage.
- (e) If a Company driver, whose coverage has been terminated due to lay-off, is recalled and works a minimum of one full shift, will have coverage for the weekly indemnity and long term disability benefits commence on the date of return to work, and all other benefits will be reinstated as of the first day of the month in which return to work occurs.

Section 5 - Rehabilitative Employment

- (a) Any Company driver who, immediately following a period of disability for which benefits were payable under the Plan, may, with the approval of the Union, the Board of Trustees and the Company return to work on a trial basis, either on full or limited duties without right or entitlement coverage under the Plan other than would have

been provided had such return to work not have occurred. It is agreed that the provisions of Article 10 Section 5 shall not apply until such period of Rehabilitative Employment ceases.

(b) During such periods of "rehabilitative employment," it is agreed that:

- i. The Company driver will be paid by the Company at their normal rate of pay for hours worked.
- ii. The duration of such rehabilitative employment shall exceed thirty (30) days only by mutual consent of all parties.

Section 6 - Benefits

(a) Benefits provided by the Plan are established by the Board of Trustees. Benefits currently provided are:

- i. Group Life Insurance
- ii. Accidental Death and Dismemberment Insurance
- iii. Weekly Indemnity
- iv. Long Term Disability
- v. Dental
- vi. Extended Health
- vii. Medical Services Plan of B.C.

(b) The amounts of coverage and details of each benefit are established by the Board of Trustees, and are subject to amendment by them from time to time.

(c) It is understood that, should the provision of Medical Services Plan of B.C. coverage

be removed from the Plan, the Company will be fully responsible for providing such coverage, and that the cost of such coverage will be paid for by the Company. It is further understood that entitlement to coverage for Medical Services Plan of B.C. coverage will be identical to entitlement to coverage under the Plan.

Section 7 – Cost

The Company shall contribute one hundred percent (100%) of the contribution rate established by the Board of Trustees for any month in which a Company driver is covered by the Plan for one day or more.

Definition: The Company agrees to the contribution rate established by the Board of Trustees from time to time and also any increase in the premium rates of the B.C. Medical Plan. This means that the Company will be responsible for any monies required to keep the Plan whole.

Section 8 - Payment

- (a) Contributions will be made on a calendar month basis for each eligible Employee and the Company shall remit the total contribution to the Trust aforesaid, not later than the twentieth (20th) day of the month for which coverage is required.
- (b) Payment of contributions by the Company shall be subject to the conditions and provisions of Article 22 of this Agreement.

Section 9 - Termination of Coverage

Except as provided under Article 10, Section 5, hereunder,

- (a) All coverage under the Plan will terminate at the end of the month in which lay-off or any other temporary interruption of employment commences.
- (b) If employment is terminated, coverage for the weekly indemnity and long term disability benefits will terminate immediately upon termination of employment and all other coverage will terminate at the end of the month in which termination of employment occurs.
- (c) It shall be the responsibility of the Company to advise the Administrator of the Plan in a timely fashion of termination of a member's coverage and the Company will be held responsible for any costs incurred by the Board of Trustees that result from late notification of termination of coverage.

Section 10 - Failure to Remit Contributions

It is agreed that, if the Company fails to remit contributions due under this Agreement on behalf of any eligible Employee, the Company shall be liable for the payment of all benefits the employee does not receive from the Health and Welfare Plan but would have received had the Company remitted the required contributions.

Section 11 – General

- (a) It shall be the responsibilities of the Trustees of the Plan to provide all necessary enrolment and administrative forms to the Company.
- (b) It shall be the responsibility of the Company to provide the Employee the necessary forms to enrol and make claim under the Plan.
- (c) It shall be the responsibility of the Employee to cause such forms to be completed

APPENDIX "C"

TEAMSTERS - B.C. MASTER EMPLOYEES PENSION PLAN

Section 1 - Agreement

- (a) The Teamster - B.C. Master Employees' Pension Plan is designed to supplement other forms of pension a Company driver may have.
- (b) The Company together with other Companies signing a Collective Agreement that is the same or substantially the same as the B.C. Master Cartage and Warehousing Agreement on the one Part, and the General Truck Drivers and Helpers Union, Local 31 on the other Part, have together established a Pension Plan to be known and described as the:

Teamsters - B.C. Master Employees Pension Plan

- (c) The Plan will continue throughout the life of the Collective Agreement.
- (d) The Plan will operate under the supervision and guidance of 5 Trustees appointed by the Companies and 5 Trustees appointed by the Union.
- (e) The Plan and the activities of the Trustees will be governed by a Trust Agreement aforesaid.
- (9) The following eligibility conditions shall apply to the Plan:
- i. Any member of the Union who is a regular Company driver in the employ of the Companies described as part one above on the effective date of the Plan shall join the Plan from that date.

- ii. Any member of the Union who is hired by the Company after the effective date shall join the Plan on the first day of the month immediately following that month in which the Employee becomes a regular Company driver.
- iii. Notwithstanding the provisions of Sub-Section (b) of this Section, any member of the Union who is hired by the Company as a Company driver after the effective date of the Plan shall join the Plan as an active participant on the day they are so hired, provided that within the previous thirty (30) day period they was a participant in the Plan.
- iv. Notwithstanding the provisions of Sub-Section (b) of this Section, any member of the Union hired as replacement for a regular Company driver shall join the Plan on the first day of the month following the month in which the Employee is hired.

Section 2 - Duties to Conform

The Trustees shall establish benefits from time to time in conformity with the sound financial applications of the negotiated contributions.

Section 3 – Costs

- (a) The cost of the Plan shall be borne by the Companies.
- (b) The Company shall contribute in respect of each Company driver at a rate of contribution for each hour worked as follows:
 - i. All straight time hours worked by (or paid for) an eligible regular Company driver, not to exceed 40 hours per week or 168 hours per month, except:

- ii. Any Company driver working a four day work week shall be entitled to 40 hours per week, provided the Employee works each day of the stipulated work week.
- iii. All hours, but no more than 168 hours per month, for a Company driver within the regular bargaining unit on leave of absence by reason of their being appointed or elected to a part-time or full-time position in the Union. (These contributions shall be paid by the Union).

(c) The following shall be deemed to be periods of work for which contributions are required to be paid by the Company:

- i. jury duty
- ii. bereavement leave
- iii. vacation pay
- iv. statutory holiday pay
- v. special personal floating holiday pay

(d) No contributions are required to be paid for:

- i. change in shift penalty
- ii. call time - where a call involves a four hour minimum embodying call time and hours worked, only hours worked are contributed for
- iii. severance allowance

(e) The following rate of contribution shall apply:

Effective Date - Cents Per Hour

Jan. 1/08 75¢

(9) Contributions shall be made on a calendar month basis for each regular Company driver and the Companies shall submit the total contribution to the Trust aforesaid, not later than the twentieth (20th) day of the following calendar month.

APPENDIX "D"**TEAMSTERS LOCAL NO. 31 UNION/INDUSTRY ADVANCEMENT FUND**

- (a) The Teamsters Local No. 31 Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by Teamsters Local Union No. 31.
- (b) The Employer shall make contributions of five cents (\$.05) per hour for which wages are payable hereunder for each Employee and Dependent Contractor covered by this Collective Agreement.
- (c) Payment of said funds shall be made to the Teamsters Local No. 31 Union/Industry Advancement Fund by the 15th of the month following that to which they refer.
- (d) This payment will be independent and separate from any other payment made to Teamsters Local Union No. 31.