

COLLECTIVE AGREEMENT

BETWEEN

QUICKLOAD CEF Inc.

AND

TEAMSTERS LOCAL UNION NO. 31

**AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
AND TEAMSTERS CANADA**

JANUARY 1 2018 – DECEMBER 31 2021

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COLLECTIVE AGREEMENT
made this **21** day of **DECEMBER**, 2017

BETWEEN:

QUICKLOAD CEF INC.

(hereinafter called the "**Employer**")

OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION NO. 31
affiliated with the International Brotherhood of Teamsters and Teamsters Canada

(hereinafter called the "**Union**")

OF THE SECOND PART

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

ARTICLE 1 - PURPOSE OF AGREEMENT

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to provide an amicable and equitable method of settling grievances or differences which might arise; to maintain mutually satisfactory working conditions, and wages, for all employees who are subject to the provisions of this Agreement and generally to promote the mutual interest of the Employer and such employees.

ARTICLE 2 – ARTICLE HEADINGS

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 3 – CERTIFICATE OF BARGAINING AUTHORITY

3.01 The Employer agrees to recognize the Union as the Sole Bargaining Agent for:

Employees and categories of employees referred to in the Certificate of Bargaining Authority held from time to time by the Union, and where voluntarily recognized by the Company.

3.02 This Agreement shall apply to all employees of the Employer who are employed in classifications set forth under Schedule "A".

3.03 All members of the Union shall receive a copy of this Agreement, which is binding upon the bargaining authority and every employee in the unit for which the Union as recognized by this Agreement. The Union shall be responsible for the word processing and electronic delivery of these Collective Agreements to one designated contact at the Employer, and the Employer will be responsible to distribute such agreements so that each and every employee of the Employer receives a copy.

ARTICLE 4

4.01 POSTING OF AGREEMENT

The Employer will provide a bulletin board in the lunchroom or dispatch area for the posting of this Agreement and for such notices as the Union or Employer 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.

4.02 CHECK-OFF

Each new employee when hired by the Employer will be informed by the Employer that he is to

contact the Union office or shop steward for the purpose of becoming a Union member and signing the authorization card authorizing the Employer to deduct from his 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 he is a member. Each and every employee who comes under the scope of this Agreement shall have an amount equal to the current union dues deducted by the Employer from each pay, whether he is a member of the Union or not. Such dues shall be forwarded to the Union monthly, together with a list of names of employees from whom deductions have been made and the amounts of such deductions.

4.03 UNION SECURITY

- 4.03.01 Every employee of the Employer 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 Employer, save as hereinafter expressly provided.
- 4.03.02 The Union further agrees to cooperate in efforts to improve the quality and effectiveness of performance of employees; and to strengthen and maintain goodwill between the Employer and its customers and community in which it is doing business.
- 4.03.03 The Employer shall furnish to the appropriate Union area office designated in writing by the Union a list of new employees taken into employment by the Employer showing the location of their employment within seven (7) calendar days of their being hired.
- 4.03.04 All work, including the operation of mechanized equipment used in carrying out the Employer's business as set forth in the certification issued by the Canada Labour Relations Board, and where such work is under the control of the Employer, shall be conducted by employees covered by this agreement
- 4.04.05 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.
- 4.04.06 Where physically possible and where such work is under the control and direction of the Company, the stripping and loading of containers at the Container Examination Facility shall be done by members of the Union, except where otherwise mutually agreed.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Except where expressly abridged, delegated or modified by a specific provision of this Agreement, the Union expressly agrees and recognizes that the Employer has the sole and exclusive right, power and authority to manage its operations in all respects including, without limiting the generality of the foregoing, the right to:

- (a) Maintain order, discipline and efficiency;

- (b) Hire, classify, transfer, promote, demote and also to discharge, suspend or otherwise discipline employees for just and sufficient cause, subject to the provisions of this Agreement;
- (c) Schedule the hours of work,
- (d) Make, enforce and revise from time to time rules and regulations to be observed by the employees, which rules and regulations, shall not be inconsistent with this Agreement.

5.02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 6 – EMPLOYEE DEFINITION

6.01 REGULAR EMPLOYEE:

6.01.01 A regular employee shall be considered as such an employee of the Employer when:

- a) He has completed his probationary period.
- b) He makes himself available to the Employer for full time employment.

6.01.02 Full-time employment is defined as 40 hours per week or 2080 annually.

6.02 CASUAL EMPLOYEES:

A Casual Employee shall:

- a) Be hired on an incidental basis to provide for additional manpower, and who will not follow a regular schedule.
- b) May be subject to progressive discipline if he fails to report to work after confirming his availability for work, or if he has repeatedly declined his availability for work.
- c) Be given first opportunity to qualify as a regular employee as openings become available, providing he meets all Employer qualifications and requirements.
- d) Not be covered under the provisions of the Health and Welfare Plan, and Pension Plan until such time as he becomes a regular employee.
- e) Be carried on a regular casual employee's seniority list. Seniority will be accrued based on hours worked.

f) Not be subject to the union initiation fee until regular employment status is obtained.

ARTICLE 7

7.01 CONFLICTING AGREEMENTS

The Employer agrees not to enter into any agreement or contract with employees of the Employer, 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.

7.02 PROTECTION OF CONDITIONS

It shall be a violation of this Agreement for the Employer 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.

7.03 NEW EQUIPMENT AND CLASSIFICATIONS

Prior to any 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 not less than thirty (30) days prior to implementation, the matter shall become the subject of discussion between the Parties for rates governing such equipment 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 retroactive to date of implementation.

7.04 BUSINESS CLOSURE

In the event of a closure of the business the Employer agrees to provide employees with termination notice and/or payment in lieu, in the amount of one (1) week for every year of service.

7.05 TRANSFER OR SALE OF BUSINESS

In the event of the sale or transfer of the business, as defined under Section 44 of the Canada Labour Code, successorship shall apply as determined by the Board.

ARTICLE 8

8.01 SENIORITY

- 8.01.01 Seniority shall be maintained in the reduction and restoration of the working force, providing the senior man is capable of performing the remaining job or jobs.
- 8.01.02 When an employee is laid-off for lack of work, he will then have the right to fill, if qualified and capable in all respects, provided he has been given the opportunity to demonstrate his capability, any position to which his seniority will entitle him.
- 8.01.03 Seniority lists will be revised in January and June of each year. A copy of each will be given to the Union. If an employee does not challenge the position of his name on the seniority list within the first ten (10) working days from the date his name first appeared on the seniority list, provided he is at work when the list is posted, then he shall be deemed to have proper seniority standing. In the event he is not at work, he must object to his seniority standing within four (4) working days from the time he returns to work. The posting shall include a copy of this Article. Seniority of the employee will be established after completion of his probationary period but will be effective from the first day of service.
- 8.01.04 An employee shall retain and accrue seniority if he is absent from work because of:
- a) illness or accident to a maximum of twelve (12) months;
 - b) paid leave of absence; or an unpaid leave of absence of up to thirty (30) working days.
 - d) maternity and/or parental Leave
 - e) other statutory leaves as legislated within the term of this agreement
- 8.01.05 An employee shall retain but shall not accrue seniority if:
- a) he is absent because of illness or accident over twelve (12) months;
 - b) he is promoted outside of the bargaining unit and has not completed his trial period;
- 8.01.06 An employee's seniority shall be forfeited and his employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions;
- a) he is discharged for just cause and is not reinstated;
 - b) Where an employee is absent without leave for a period of two (2) working days without valid reason, he shall be considered to have abandoned his position and shall be deemed to have resigned without notice on the last day on which he was present at work and performed his regular duties.
 - c) he is laid off for a period longer than twelve (12) months;
 - d) he fails to report for duty after notification to his last known address or phone number to do so following a layoff; the onus is on the employee to inform the Employer of his current address and telephone number;
 - e) he retires

8.02 JOB POSTINGS

- 8.02.01 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 Nature of position, qualifications, required knowledge and education, skills and wage rate, starting time, job description and location. All regular employees shall be entitled to bid on such postings and the Employer shall designate, on the original posting, the successful bidder within seven (7) 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 as long as the position has not been filled. If an employee returns within the seven (7) day selection time period and wishes to apply for the posting, provided he is capable, he may do so. The Employer's posting timeframe will be automatically extended to seven (7) days after said employee submits his application.

- 8.02.02 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 equipment if qualified.
- 8.02.03 When filling a new or vacant position in the bargaining unit, the most senior applicant shall be awarded the position provided he possesses the necessary skills, abilities, and qualifications.
- 8.02.04 Successful applicants will be placed on trial for a period of thirty (30) working days, after which the placement may be confirmed. If, during the trial period, the successful applicant proves unsatisfactory or wishes to return voluntarily to his previous position, he will be returned to his former classification at his previous rate of pay, until such time as a comparable position becomes available, at which time he will be given priority for placement in such position.

8.03 PROBATIONARY EMPLOYEES

- 8.03.01 New employees in the bargaining unit shall be on probation for an initial period of forty-five (45) calendar days, and have worked a minimum of an average of twenty-four (24) hours per calendar week.
- 8.03.02 At any time during the probationary period, including any agreed period of extension, the employee may be terminated by the Employer in its sole and exclusive discretion and notwithstanding any provisions of this Agreement, and the employee may resign without notice. Neither party is entitled to the grievance procedure during the probationary period.
- 8.03.03 Until successful completion of the probationary period, probationary employees shall not be entitled to the Health and Welfare Plan and Pension Plan of this Collective Agreement, however shall be entitled to all other conditions of this Collective Agreement (except where otherwise stipulated).

8.04 CASUAL EMPLOYEES

Casual employees will not be used to deprive any of the regular employees the conditions of this Agreement.

8.05 SENIORITY LISTINGS

Within each branch and/or division the Employer will post and maintain seniority listings. 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 employee.

8.06 TERMINATION & RESIGNATIONS

- 8.06.01 When an employee's employment is terminated by the Employer for proper cause or he leaves by his own choice, he will automatically be struck from the seniority list.
- 8.06.02 An employee wishing to resign shall provide the Employer with a written notice or resignation which shall specify the last date upon which the employee will be present at work and perform her regular duties.
- 8.06.03 The effective date of a resignation shall be the last day upon which an employee is present at work and performs his regular duties.
- 8.06.04 An employee shall give notice of resignation at least two (2) weeks prior to the date on which his resignation is to be effective.
- 8.06.05 An employee may, with approval of the Employer, withdraw his notice of resignation within 2 working days before his resignation becomes effective.

8.07 LAYOFF

- 8.07.01 A layoff shall be defined as a reduction in the work force for a period of time.
- 8.07.02 Employees shall be laid off in reverse order of bargaining unit seniority provided always that the employees to be retained possess the ability, skill, and qualifications to perform the remaining work.
- 8.07.03 The Employer shall give the employee written notice of the date on which he is to be laid off for a period of two (2) weeks or more, at least one (1) week before the date on which he is to be laid off or in the absence of such notice shall grant pay in lieu thereof.
- 8.07.04 Where an employee is laid off for a period of less than two (2) weeks, the Employer will endeavour to provide as much notice as is reasonable in the circumstances. Lay off is on an unpaid basis, subject to the employee being paid twenty-four (24) hours of work within that week, as per article 6.01.
- 8.07.05 Where an employee is laid off, or a position is eliminated, the affected employee will be given the opportunity to displace an employee with less seniority, for which the senior employee has the skill, ability, and qualifications to perform the work. The affected employee shall receive the rate of pay for the position into which the employee is placed.

- 8.07.06 Employees who are laid off shall be placed on a re-employment list. Employees placed on the re-employment list shall be called back in reverse order of layoff starting with the most recently laid-off employee and proceeding in descending order to the first employee laid off in the classification from which the employee was laid off, provided that such employees possess, the ability, skill, and qualifications to perform the work.
- 8.07.07 Notification of recall following a layoff shall be sent by registered letter to the last reported address of the employee.
- 8.07.08 An employee who does not report to work from recall on the scheduled return-to-work date, and/or who has not contacted the employer within seven (7) calendar days of the date of the registered letter to advise of circumstances preventing his ability to report for work on the scheduled return-to-work date, shall be deemed to have abandoned his employment with the Employer and tendered his resignation.
- 8.07.09 No new employee shall be hired until employees have been laid off and meet the requirements of the job, have been given an opportunity of recall.
- 8.07.10 It shall not be a cause for discipline or discharge for an employee to seek and/or accept gainful employment while on lay-off.

8.08 LEAVE OF ABSENCE

- 8.08.01 When the requirements of the Employer's services will permit any employee hereunder upon written application to the Employer with a copy of said application to the Union, may if approved by the Employer, be granted a leave of absence in writing (with a copy to the Union) for a period of thirty (30) calendar days.
- 8.08.02 Upon six (6) months prior notification an employee may request every three (3) years and may be granted up to thirty (30) days leave of absence in conjunction with his holidays subject to operational requirements. When considered by the Employer 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 Employer. Under such leaves the employee will retain and accrue seniority only.
- 8.08.03 Such leave may be extended for additional periods of thirty (30) calendar days when approved by both the Employer and the Union, in writing, and seniority will accrue during such extensions.
- 8.08.04 Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from both the Employer and the Union shall forfeit his seniority, and his name will be stricken from the seniority list, and he will no longer be considered as an

employee of the Employer.

- 8.08.05 Any employee requesting leave of absence for compassionate reasons shall not be unreasonably denied such request.
- 8.08.06 If a regular employee for certified health reasons is unable to perform the work in his regular job, he will be re-classified according to his seniority and capability to perform work in another classification where a vacancy exists. The employee must provide a valid medical opinion of his physical and/or mental ability to perform the new job in accordance with the provisions of this Agreement as it relates to Employer required medical examinations.
- 8.08.07 An employee who is elected to a full time position with any trade-union body with which the Union is affiliated, or who is elected to public office, shall, if he so requests in writing, be granted leave of absence without pay and without loss of seniority for a period not exceeding 1 year. Such leave may be renewed by mutual agreement between the Employer and the Union.
- 8.08.08 At the request of the Union, and by mutual agreement between the Employer and the Union, leave of absence without pay will be granted to employees to attend conventions or other bona-fide meetings of the Union or other trade-union bodies with which the Union is affiliated. Such approval will not be unreasonably withheld.
- 8.08.09 When an employee 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 Employer, which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of ninety (90) calendar days within the bargaining unit.
- 8.08.10 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 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.
- 8.08.11 Employees 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.
- 8.08.12 Not later than on the ninetieth (90) calendar day of this period, if the successful applicant proves unsatisfactory or wishes to return voluntarily to his previous position, he will be returned to his former classification at his previous rate of pay, until such time as a comparable position becomes available, at which time he will be given priority for

placement in such position.

ARTICLE 9 – MEAL PERIOD AND BREAKS

- 9.01 An employee working eight hours or more per day will be entitled to two (2) paid rest periods of fifteen (15) minutes during each work day and a thirty (30) minute unpaid meal break.
- 9.02 An employee working less than five hours per day shall be entitled to one (1) fifteen (15) minute paid break.
- 9.03 Where an employee is required to work in excess of two (2) hours overtime, he shall be entitled to paid time off for the purpose of eating at some point within the overtime 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 23.02.02.

ARTICLE 10 - SAFETY

The Parties agree to adhere to the Workers Compensation Legislation, as it relates to the Employer's business.

- 10.01 Maintenance of Equipment - it is to the mutual advantage of both the Employer and the employee that employees shall not operate vehicles, which are not in safe operating condition
- 10.02 It shall be the duty of the employee to report, in writing, on the appropriate forms of the Employer, promptly, but not later than the end of the shift, all safety and/or mechanical defects on the equipment which they have operated during that shift. All tractors to be equipped with trouble sheets in triplicate book form, and the book with one (1) copy to remain in the vehicle at all times.
- 10.03 The Employer shall designate the person to whom all defects reports of mobile equipment are submitted, and all employees will be notified the name of such person.
- 10.04 In the event essential repairs cannot be affected to make the equipment safe, the equipment will be correctly identified and kept out of service until repaired and it shall not be considered a violation of his employment when the Employer employee refuses to operate such identified equipment. Identification red tags shall be supplied and made available by the Employer.
- 10.05 It shall be the obligation of the Employer to direct the repairs as necessary to conform to the safe and efficient operation of that equipment.

- 10.06 All warehouses shall be equipped with efficient and safe loading plates properly anchored.
- 10.07 All equipment used during hours of darkness will be equipped with back-up lights.
- 10.08 The Employer shall inform, direct and supply to the employees proper information and handling devices or equipment for handling dangerous cargo.

ARTICLE 11 - PAYROLL

- 11.01 Except as otherwise mutually agreed between the Parties all employees covered by this Agreement shall be paid not less frequently than on every other Friday all wages earned by such employee up to and including hours worked on Sunday prior to the Friday pay day. The Employer shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the dated pay period, the total hours worked, 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. Payroll will be directly deposited into the Employee's bank account at 00:01 hours on every other Friday. The Employer will provide payroll forms to each employee as part of their on-boarding package as hired.
- 11.02 If a payroll error occurs in an employee's pay cheque and the amount is equal to one (1) day or more, he shall be entitled on request to a cheque being issued in favour of such employee as soon as possible and not to exceed two (2) working days.
- 11.03 Except as elsewhere herein provided, upon termination or quitting, the Employer shall provide record of employment and pay all money due to the employee as soon as possible, but not later than seven (7) calendar days thereafter.
- 11.04 All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. 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 he is effectively released from duty.

ARTICLE 12 – LEAVE OF ABSENCE

12.01 BEREAVEMENT LEAVE

- 12.01.01 An employee shall be granted a maximum of three (3) regularly scheduled work days leave, without loss of pay or benefits, in the case of death of a parent, spouse, brother, sister, child, parent-in-law, sister-in-law, brother-in-law, niece, nephew and aunt, uncle, cousin, and grandparents, grandchildren, which include spouses grandparents and grandchildren. Should the employee be required to travel in excess of 500 kilometres round trip to attend funeral services, the employee shall be compensated for two (2) travel days

at his regular straight time hourly rate for hours lost from his regular schedule.

- 12.01.02 A working day lost shall be not more than eight (8) hours.
- 12.01.03 The Employer may request certification to claim benefits under this provision.
- 12.01.04 Bereavement leave is not compensable when the employee is on unpaid leave of absence, or bona fide lay-off.

12.02 FUNERAL LEAVE

Upon giving twenty-four (24) hours notice, an employee 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.

12.03 JURY DUTY

An employee summoned to Jury Duty or subpoenaed as a witness on a day that he would normally have worked shall be paid wages amounting to the difference between the amount paid for such service and the amount they would have earned had they worked on such days. Employees on jury shall furnish the employer with such statements of earnings as the courts may supply. A working day lost shall not be more than the employee's regular assigned shift.

This clause will have no application for an employee on leave of absence or when receiving benefits under the health and welfare plan, workers' compensation or as otherwise covered by this Agreement.

12.04 MEDICAL EXAMINATIONS

- 12.04.01 Any Employer required physical or medical examination shall be promptly complied with by all employees provided, however, the Employer shall pay for all such physical or medical examinations or for any time lost as a result thereof during his working hours.
- 12.04.02 Where a regular employee is required by the Employer to take a medical outside of his regular hours of work the Employer 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.
- 12.04.03 If following a medical examination under (a) of this Section, the employee is dissatisfied with the decision of the doctor chosen by the Employer; the employee may seek a decision from his personal doctor. Cost for further tests or lost time due to further tests initiated by the employee will not be funded by the Employer. Should the decision of the Employer's chosen doctor and the employee's doctor differ, the Employer or the Union is entitled to direct that the employee be examined by a medical specialist, whose speciality covers the disability. The Employer's chosen doctor and the employee's doctor together shall then select such a specialist.

- 12.04.04 The decision of the medical specialist shall be final and binding upon the parties involved, and the employee shall not suffer loss in Health and Welfare Plan benefits.
- 12.04.05 An employee who has been absent from work because of illness or accident shall not suffer a reduction in his regular wages only because the Employer requires a medical examination prior to the employee resuming work. If such employee is entitled to work under seniority and recall procedures, the Employer's chosen medical examiner must certify the employee fit to resume work.

12.05 COMPENSATION SICKNESS COVERAGE

- 12.05.01 When an employee goes off work ill or on compensation or grievance is invoked on his discharge, the Employer shall continue to pay both his Health and Welfare Plan fees and Union dues, so that the employee shall be protected to the utmost provided:
- A) The employee reimburses the Employer for such contributions normally paid by said employee and is at no time more than five (5) months in arrears, and;
 - B) The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties.
- 12.05.02 When an employee returns to work, the Employer shall deduct from his earnings any monies the Employer has paid out that were payable by the employee.
- 12.05.03 In the event any employee does not return to work and the employee refuses or neglects on demand at his last known address to make restitution for such monies paid out, the Union shall then reimburse the Employer for said amount within thirty (30) days of such demand.

12.06 TESTS

Whenever it becomes necessary for an employee to undertake tests for renewal of certifications or tickets, the Employer shall upon request provide appropriate equipment on the Employer work site for this purpose. Time taken off for such purpose shall be paid for at the employee's straight time rate.

12.07 SICK LEAVE

- 12.07.01 The sick leave plan does not form a part of the Health and Welfare Plan.
- 12.07.02 Sick leave means a period when an employee is unable to perform regular duties as a result of illness or injury or quarantine as a result of the order of a duly qualified physician.
- 12.07.03 All regular employees upon completion of the probationary period shall thereafter accumulate paid sick leave at the rate of one-half (1/2) day per employed month to a maximum of thirty (30) days. The accumulation of paid sick leave shall be based on the

following provisions:

The employee must be paid for not less than one hundred and twenty-eight (128) hours in a four (4) week period to be credited for a half (1/2) day in that month including vacation and general holidays.

- 12.07.04 Where any absence, occasioned by sickness or accident is not covered for payment by either the Employers' Group Insurance Health and Welfare Benefits or Workers' Compensation, paid sick leave shall be applied as follows:
 - i. One (1) full day's pay for each of days of sickness provided those days are regular workdays.
- 12.07.05 A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave.
- 12.07.06 Employees absent from work due to leave of absence for any reason, or sickness and compensation, will not accumulate sick leave during this absence.
- 12.07.07 An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave in accordance with Section 12.07.02.
- 12.07.08 Sick leave will be paid only if an employee has sufficient sick time accumulated to cover the period in question.
- 12.07.09 Where an employee is absent because of illness or injury, he shall notify her immediate superior of his absence due to illness or injury prior to shift start or as soon as practically possible.
- 12.07.10 Where an employee becomes incapacitated by illness or injury requiring hospitalization during a period of his scheduled annual vacation, the Employer shall grant sick leave and credit the employee with alternate days' vacation equivalent to the number of days approved sick leave providing the incapacitation is over three (3) days. The employee shall be required to provide proof of illness.
- 12.07.11 If a paid holiday falls on a day on which an employee is receiving sick leave benefits, such day shall be paid as a holiday and not deducted from the employee's sick leave credits.
- 12.07.12 When an employee has been authorized by the Employer to be absent from work because of a doctor's or dentist's appointment, upon the request of the employee a deduction from the employee's accumulated sick leave shall be made upon receipt by the Employer of the employee's Doctor's note. Sick leave for this purpose shall be for a minimum of four (4) hours.
- 12.07.13 Where it can be demonstrated by the employee that no one at home other than the

employee can provide for the needs during illness of an immediate family member, an employee shall be entitled, after notifying his Supervisor, to use accumulated sick leave days to care for that family member. Sick leave for this purpose shall be for a minimum of four (4) hours.

- 12.07.14 During periods of short term medical leave, the employer shall continue to pay for the employee's benefits and an employee shall continue to accrue vacation.
- 12.07.15 During period of long term disability, the employee will have the option of paying the premium for the Health and Dental portion of the plan for the continuation of his benefits.
- 12.07.16 A day's pay for employees will be eight (8) hours pay at the regular hourly rate for his classification.
- 12.07.17 It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the Employer may prescribe.
- 12.07.18 Any proven abuse of the Sick Leave Provision will subject the employee to immediate dismissal without recourse to the Grievance Procedure.
- 12.07.19 A medical certificate may be required by the Employer to claim benefits under this provision.

ARTICLE 13 – DISCIPLINE AND UNSATISFACTORY PERFORMANCE

- 13.01 In the event the Employer discharges an employee who has completed his probationary period, the employee shall be notified in writing of the action, or penalty, with a copy to the Union.
- 13.02 Whenever the Employer deems it necessary to discipline an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall immediately give written particulars of such discipline to the Union Steward, with a copy to the employee involved.
- 13.03 Where the Employer believes that disciplinary action of that employee is necessary for just cause he shall exercise the practice of progressive discipline and may:
 - a) orally reprimand the employee; or
 - b) in writing reprimand the employee; or
 - c) suspend the employee with or without pay; or
 - d) dismiss the employee
- 13.04 In the event the Employer deems it appropriate to suspend an employee with pay for purposes of conducting an investigation, it is agreed such action shall not be deemed

disciplinary nor be subject to the grievance procedure.

- 13.05 It is agreed that a shop steward shall be present for all disciplinary action.
- 13.06 Disciplinary documentation shall be removed from employee's file after twelve (12) months.

In the case of discipline imposed for reasons of harassment, bullying, and/or other similar infractions of abuse, the disciplinary documentation shall remain on file for a period of twenty-four (24) months.

ARTICLE 14 – STRIKE & LOCK OUT

- 14.01 It is agreed in the event of a strike among the employees of any other firm with which the Employer does business; the Employer will not ask its employees to perform any labour they do not ordinarily perform.
- 14.02 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.
- 14.03 The Union agrees that during the term of this Agreement it will not cause, direct or consent to any slowdown, stoppage of work, picketing, strike or walkout on the part of the employees represented by the Union nor shall any employee(s) threaten or take part in any such action or any other action which would interfere with the Employer's operations. If any such action should be taken by the employee(s) then the Union will take affirmative measures to prevent the employee(s) from continuing such actions. If any such employee(s) shall take any such action contrary to this Article such employee(s) will be subject to disciplinary action or dismissal by the Employer.
- 14.04 The Employer agrees that neither it nor any one on its behalf shall threaten a lockout of any employee(s) and that there will be no lockout of its employee(s) for the duration of this Agreement.

ARTICLE 15 - TECHNOLOGICAL AND MECHANICAL CHANGES

- 15.01 Definition - technological and mechanical changes shall be defined to mean the introduction and utilization of vehicular and other equipment changes which have not previously been used with the bargaining unit by the Employer and the use of which results in the termination or the laying off of regular employees.
- 15.02 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.

- 15.03 Prior Notification - the Employer 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 Employer and the Union and particularly in regard to:
- A) The effect such changes will have on the number of employees within the bargaining unit;
 - B) The probable effect on working conditions;
 - C) Any changes in job classifications.
- 15.04 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 8, Seniority as contained herein.
- 15.05 Training and Upgrading - The Parties agree to explore training and re-orientation programs to assist employees as offered by provincial and federal agencies to better become qualified and capable of performing new jobs resulting from or created by the technological mechanical changes.

ARTICLE 16 – SHOP STEWARDS AND UNION AGENTS

- 16.01 Authorized agents of the Union will request and have access to the Employer's establishments during working hours for the purpose of investigating conditions related to this Agreement and shall in no way interrupt the Employer's working schedule.
- 16.02 The Union shall elect or appoint Shop Stewards from among its members in the bargaining unit and shall notify the Employer in writing forthwith of such appointments and deletions of those employees so elected or appointed. The Employer will recognize Shop Stewards and not discriminate against them for lawful Union activity. The Employer will notify the Union forty-eight (48) hours prior to dismissal of a Shop Steward.
- 16.03 Grievances shall be processed during the normal working hours of the Shop Steward. A Steward shall receive his 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.
- 16.04 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.
- 16.05 The Union shall notify the Employer in writing of the names of its officers and stewards

within thirty (30) days of any change and the Employer shall be required to recognize only those officers and stewards of whom it has notice.

- 16.06 Unless otherwise specified in this Agreement, stewards and employees shall not conduct union business during their working hours.
- 16.07 A Steward shall not leave his place of employment to conduct union business without prior approval from the Employer. Such approval will not be reasonably withheld.

ARTICLE 17 – FIRST AID AND SANITARY CONDITIONS

- 17.01 Where possible, and where required, the Employer agrees to maintain at the workplace 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 to use all facilities carefully, considerately, without unnecessary damage and dirtiness.
- 17.02 The Employer shall provide first-aid provisions in accordance with Part II Occupational Health and Safety of the Canada Labour Code.
- 17.03 Any employee holding a First-Aid Certificate recognized under the Workers' Compensation Board regulations who is designated by the Employer to carry out duties of a First-Aid Attendant, Class C, shall receive in addition to his 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 – UNIFORMS AND PROTECTIVE CLOTHING

- 18.01 Where any employee is required to wear any kind of uniform or coveralls as a condition of continued employment, such uniform or coveralls shall be furnished and maintained by the Employer at no cost to the employee.
- A) Other than clothing and or footwear intended to provide safety, no employee shall be disciplined or discharged for refusing to wear a uniform or coveralls that are not clean, or do not fit properly, or that do not bear a Union Label.
 - B) It shall not be a violation of this Agreement for an employee to post the Teamsters' Union Label in a conspicuous place on the glass area of the equipment he is operating. The said label to be a size not in excess of three (3") by four (4") inches and not to be attached to any area, which will impair the vision of the driver.
- 18.02 The employee must furnish at his own expense suitable clothing, shoes, gloves and winter weather protective clothing in order to perform his job efficiently and safely except as

provided in Article 18.01 A and B herein.

- 18.03 Any employee who is exposed to a hazard by reason of handling toxic or noxious chemicals shall be provided with adequate protective clothing and equipment as required by Workers' Compensation Board regulations and the cost shall be borne by the Employer.
- 18.04 Where the Employer makes it a condition of employment for all employees to wear safety-toed boots, the Employer will provide for one (1) pair of safety boots once every Calendar year valued at a maximum of \$150.00.

ARTICLE 19 - PAID FOR DAY OF INJURY

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

ARTICLE 20 - PAY FOR CHANGE IN CLASSIFICATION

- 20.01 When an employee from a higher rated classification is requested to work temporarily or until permanently re-classified at a lower-rated classification, he shall continue to be paid at the rate paid for the higher-rated classification.
- 20.02 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, he shall be paid for the period worked at the higher rate, and (b) for two or more hours, he shall be paid for the entire day at the rate paid for the higher-rated classification.

ARTICLE 21 - HEALTH AND WELFARE PLAN

- 21.01 A Regular employee who has successfully completed his probationary period is eligible to participate in the Employer's Group Insurance Benefits in keeping with the terms of those benefit plans.
- 21.02 The above noted benefits shall be subject to the terms and conditions of the Insurance Policies issued to the Employer by the insuring organization.
- 21.03 No changes to the Health and Welfare Plan, eligibility or entitlements, will be made without prior consultation of the Union.
- 21.04 All plan documents are available for information to the Employee and Union from the Employer.

21.05 The Employer shall pay the premiums to the insuring organization.

ARTICLE 22 – PENSION PLAN

22.01 The Teamsters National Pension Plan covering members of the Union as set out in Appendix "A" hereunto annexed and forming part of this Agreement shall continue.

22.02 The Employer agrees to make remittances to the Union for the Pension Plan. The Employer agrees to hold in trust, until remitted, all amounts payable in respect of the Pension Plan and shall be liable, as such, for failure to remit for any reason including, but not limited to liquidation, assignment or bankruptcy of the Company.

22.03 The Employer agrees that it shall be bound by the terms and conditions the Agreement and Declaration of Trust (the Trust Agreement) covering the Pension Plan.

22.04 The Employer acknowledges that the Trustees of the Pension Plan shall have the right to take legal action against the Employer to obtain payment of all contributions and interest thereon due pursuant to this Agreement.

22.05 The Employer agrees that, if the Union or the Trustees of the Pension Plan to which the Employer is required to make contributions pursuant to this Agreement incurs any legal or other costs to recover contributions due and payable by the Employer, the Employer shall be liable to reimburse the Union or the applicable Trustees for such costs.

ARTICLE 23 – HOURS OF WORK

23.01 WORK DAY/WEEK

23.01.01 The regular workday shall consist of eight (8) consecutive hours not including the meal period. The regular work week shall consist of Monday through Friday exclusively for 50% of the regular full-time employees based upon seniority. All other regular full-time employees may encompass any five (5) eight (8) hour days within the calendar week.

23.01.02 All employees shall be notified before quitting time the day previous to their not being required for duty except as otherwise mutually agreed by the Parties hereto.

23.01.03 Except where otherwise mutually agreed by the Parties hereto, the Employer shall guarantee forty (40) hours per week to fifty percent (50%) of its regular employees taken in order of their seniority.

23.01.04 Any regular employee who reports to work and whose services are not required and where the employee has not been previously so advised, shall be paid not less than eight

(8) hours pay.

- 23.01.05 Any employee who reports to work on a sixth shift shall be guaranteed four (4) hours pay at the overtime rate of pay.
- 23.01.06 When a casual hourly rated employee is called and reports for duty he shall be guaranteed a minimum of four (4) hours pay
- 23.01.07 Any employee on lay-off who requests his Record of Employment shall not be considered terminated.

23.02 OVERTIME PROVISIONS

- 23.02.01 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.
- 23.02.02 An employee who is authorized to work overtime and works in excess of forty hours per week or eight hours per day shall be compensated by equivalent time off at the rate of time and one-half (1 ½ x). This authorization must be obtained prior to or, in the event of an emergency, immediately after the overtime has been worked. Such compensating time off shall be taken upon approval from the Employer and at a time mutually agreeable to the employee and the Employer. Under no circumstances shall employees lose overtime which has been accumulated.
- 23.02.03 The Employer may require employees to work overtime to a maximum of two and a half (2.5) hours. Overtime in excess of two and a half (2.5) hours will be offered and accepted on a voluntary basis.
- 23.02.04 Overtime shall be allocated wherever possible to the most senior employee in his classification.
- 23.02.05 Except in case of emergency or where it is unavoidable, no employee shall work weekly overtime until all regular employees in their unit have worked the full quota of regular hours provided they 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.

23.03 GENERAL HOLIDAYS

- 23.03.01 Employees shall be paid for time not worked at the regular rate on New Year's Day, Family Day (British Columbia), Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas 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.

- 23.03.02 Casual employees entitled to those paid Holidays shall have been on the payroll thirty (30) calendar days previous to the Holiday, and earned wages for fifteen (15) days of the thirty (30). Employee shall be paid an average of hours worked during those thirty (30) calendar days.
- 23.03.03 Regular employees shall be paid an eight (8) hour day at straight time for the holiday. He shall be paid at time and one-half (1 ½ x) for hours worked on the holiday, and shall be provided with the option of taking an additional unpaid day off within fourteen (14) calendar days of the holiday.
- 23.03.04 Employees absent by reason of leave of absence, discharge, quit or suspension shall not be entitled to General Holiday pay.
- 23.03.05 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.

ARTICLE 24 – VACATION

24.01 ENTITLEMENT

- 24.01.01 Vacation leave must be approved in advance by the Employer subject to operational requirements.

Vacation entitlement is as follows:

Vacation Years	Vacation Days entitlement	% of gross earnings accrued/rate of vacation pay out
Date of hire through to end of current calendar year	0	4%
First qualifying year through fourth qualifying year	10	4%
Fifth qualifying year through ninth qualifying year	15	6%
Tenth qualifying year through fourteenth qualifying year	20	8%
Fifteenth qualifying year through twentieth qualifying year	25	10%
Twenty-first qualifying year forward	30	12%

- 24.01.02 Qualifying year represents a full calendar year after the first partial year of employment.
- 24.01.03 Vacation entitlement, as accrued, is to be used in the calendar year (Jan 1 – Dec 31) of the year following the qualifying year.
- 24.01.04 The first qualifying year begins on January 1st following the hire date. Vacation

entitlement will be earned at the corresponding amount noted in the above grid and the equivalent vacation days provided the following year.

- 24.01.05 A "day" for the purposes of vacation entitlement and calculations is defined as 8 hours.
- 24.01.06 The Employer will track vacation requests and entitlements and encourages Employees to take vacation allotments. However, for all regular employees who have not requested vacation, the vacation percentage applicable will be paid as part of the last pay period for the current year.

24.02 VACATION PAY

- 24.02.01 Any employee requesting vacation time must complete applicable Employer forms. The Employer will not unreasonably deny any request taking into consideration the length of notice provided by the Employee, the length of time requested, and the needs of the business for continuous operation during the requested leave.
- 24.02.02 At minimum, the Employee must submit vacation request forms to the direct manager two (2) weeks prior to commencement of the requested vacation period to ensure vacation pay is paid out prior to scheduled vacation as approved. If two (2) weeks' notice is not provided the Employer will make every effort to provide the allotted vacation funds prior to departure, however, will not be held accountable to do so. If the funds are not paid prior to departure due to lack of appropriate notice, the funds will be deposited with the next pay period.

24.03 ABSENCE BY REASON OF ACCIDENT OR ILLNESS

- 24.03.01 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, a regular employee will be credited with a maximum of five hundred (500) hours for such absence if he has less than one thousand and two hundred and forty eight (1,248) hours of work in that year to qualify for vacation herein stipulated.
- 24.03.02 In any year where a regular employee has not qualified for a full vacation as a result of accident or illness, he will still be credited with a year of service to determine future vacations.
- 24.03.03 Vacation entitlement for a casual employee is to be paid out on a bi-weekly pay period.

24.04 COMPUTATION FOR YEAR OF SERVICE

One thousand and two hundred and forty eight (1248) 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.

24.05 CALENDAR YEAR

- 24.05.01 A calendar year shall be the period between January 1st and December 31st.
- 24.05.02 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.
- 24.05.03 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.

24.06 VACATION PERIOD

- 24.06.01 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.
- 24.06.02 Vacation period to start on completion of employee's normal work week, and end on the first day of his normal work week on the completion of his vacation.
- 24.06.03 Where an employee is terminating employment, voluntarily or otherwise, he shall receive the percentage of his earnings in lieu of the holidays to which he is entitled.
- 24.06.04 Unless otherwise mutually agreed between the Employer 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 Employer.
- 24.06.05 Any employee who accepts gainful employment while on vacation may be terminated.
- 24.06.06 Any regular employee receiving a differential or premium pay on a regular basis, this differential or premium will become part of his regular hourly rate of pay, and shall be paid on all General Holidays and annual vacations.
- 24.06.07 In the event a General Holiday falls during a regular 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 his vacation period. Such day off without pay in lieu of a General Holiday will be designated on the final vacation schedule.

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 25 – EMPLOYMENT STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of signing of this Agreement.

ARTICLE 26 – GRIEVANCE

26.01 GRIEVANCE PROCEDURE

- 26.01.01 Whenever any dispute arises between the Employer and the Union, or between the Employer and one or more employees, the men shall continue to work and the dispute shall be adjusted in accordance with the following procedures.
- 26.01.02 Time limit to institute this Grievance Procedure is ten (10) calendar days
- 26.01.03 The Parties agree the most effective way to deal with issues and concerns is through respectful problem-solving communication. Where such communication is not successful, the Union may elect to utilize grievance procedure as outlined in Article 26.01.12. The Parties to this Agreement recognize the desirability for resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 26.01.04 The Union recognizes that each steward is employed by the Employer and that he will not leave his work during working hours except to perform his duties under this Agreement. Therefore no steward shall leave his work without obtaining the permission of the Employer.
- 26.01.05 The Employer agrees to recognize a Grievance Committee composed of an Union Steward and the Grievor.
- 26.01.06 The Grievance Committee shall be allowed to attend meetings scheduled by the Employer during working hours for the purpose of settlement of a grievance without loss of remuneration.
- 26.01.07 It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have his steward present at such a discussion.
- 26.01.08 A grievance is defined as a complaint in writing concerning the application, interpretation or alleged violation of this Agreement or any other applicable legislation.
- 26.01.09 If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the Grievance Procedure for that particular grievance shall be at an end. If the Employer fails

to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

- 26.01.10 A grievance shall be presented in written form. The written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. An employee grievance may be signed by the employee. Except for failure to meet the time limits, a grievance shall not be invalid if it is not written on the official grievance form or for failure to quote the Article in dispute. The grievance may be clarified at any step providing its substance is not changed.
- 26.01.11 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.
- 26.01.12 The following steps must be followed in order when resolving a grievance:
- Step 1: Any grievance of an employee shall first be taken up between such employee and the Employer supervisor; however, the employee will be entitled to be represented by a Shop Steward or a Union representative. If Employee elects to be represented by a Shop Steward or a Union Representative at Step 1, go to Step 3.
- Step 2: Failing settlement under Step 1, such grievance shall be taken up within five (5) working days between a representative of the Union or a Shop Steward and the Employer supervisor.
- Step 3: Failing settlement under Step 2 within ten (10) working days, such grievance and any dispute arising between the Union and the Employer 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 Employer. The representatives of the Union and the Employer 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 within ten (10) working days, either Party may provide written notice to the other party within five (5) working days of the last day applicable to settlement of their desire to refer the matter to an agreed upon neutral arbitrator who will meet with the authorized representatives of the Union and the Employer to hear both sides of the case.

26.02 CANADA LABOUR RELATIONS BOARD

If the Parties fail to agree upon a neutral arbitrator within five (5) days (excluding Saturdays, Sundays and General Holidays) after one (1) Party has served written notice on the other Party of its intention to refer the matter to a neutral arbitrator, the Canada Labour Relations Board will be requested to appoint a neutral arbitrator.

26.03 ARBITRATOR'S DECISION

- 26.03.01 The arbitrator shall be required to hand down his decision within fourteen (14) days (excluding Saturday, Sunday and General Holidays) following completion of the hearing, and his decision will be final and binding on the two Parties to the dispute and shall be applied forthwith.
- 26.03.02 The decision of the arbitrator shall be specifically limited to the matter submitted to him, and he shall have no authority in any manner to amend, alter or change any provisions of this Agreement.
- 26.03.03 The Arbitrator may summon any witnesses and may require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitrator deems requisite to the full investigation and consideration of the matters referred to it.
- 26.03.04 Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- 26.03.05 Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which the Arbitrator shall do within five (5) days.

26.04 COSTS

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

26.05 MEETING CHAIRMAN AND MINUTES

Under Step 3, all copies of minutes will be signed by both the Union and the Employer representative(s). Under Step 3, the meeting chairman and the recording secretary will be rotated between the Union and the Employer.

ARTICLE 27

27.01 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.

27.02 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 grievance procedure as outlined in Article 26.01.12.

ARTICLE 28 – TERM OF AGREEMENT

28.01 This Agreement shall be for the period from January 1, 2018 and including to December 31, 2021. Either Party to this Agreement may, within six (6) months immediately preceding December 31, 2021 give to the other Party written notice to commence collective bargaining.

28.02 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 1 of the Canada Labour 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.

DATED THIS 21 DAY OF December, 2017

IN WITNESS WHEREOF the Parties hereto have set their hands and seals the day and year first above written.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

CE Sney

Stan Monney

Anthony

Schedule "A"

WAGE SCHEDULE

CLASSIFICATION	Jan 1/18	Jan 1/19	Jan 1/20	Jan 1/21
Container Examination Facility Warehouse Operator	20.43	20.83	21.23	21.63
Yard Tractor Operator	23.45	23.85	23.25	23.65
Charge Hand	26.64	27.04	27.44	27.84

NEW HIRES

New hires shall receive \$2.00 per hour less than the above rates. The new hire rate will be increased by \$1.00 after 12 calendar months, and after 18 months they will receive another \$0.50 increase and at 24 months they will receive the full rate.

DATED THIS 21 DAY OF December, 2017

SIGNED ON BEHALF OF THE
EMPLOYER

SIGNED ON BEHALF OF THE
UNION

CE Smith

Stan Kinnery

Anthony

APPENDIX A

TEAMSTERS' NATIONAL PENSION PLAN

Section 1 - Participation

It is agreed that the Company will participate throughout the life of the Agreement in the Teamsters' National Pension Plan (the Plan) as amended from time to time.

Section 2 - Board of Trustees

A Board of Trustees will be constituted of those persons provided for in the Trust Agreement.

Section 3 - Trust Agreement

The Plan and the activities of the Board of Trustees will be governed by an Agreement and Declaration of Trust (the Trust Agreement), established January 1, 1982 and amended by the Trustees from time to time.

The Company agrees that it shall be bound by the terms and conditions of the Trust Agreement.

Section 4 - Plan Administration

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, the Trust Agreement and any applicable government law or regulation.

Section 5 - Eligibility Conditions

Any member of the Union who is hired by the Employer after the effective date of this agreement, November 1, 2013, shall join the Plan on the 1st day of work following the completion of two (2) years of continuous regular employment.

It is understood that any person who is not subject to the terms of this Agreement, or casual employees, or any person employed on the basis of being a dependent contractor is not eligible to participate in this Plan.

Section 6 - Benefits

Benefits provided by the Plan are established by the Board of Trustees.

Section 7 - Contributions

- (a) The cost of contributions to the Plan shall be borne wholly by the Company.
- (b) The Company shall contribute in respect of each employee in accordance with the following:

Effective Date	Amount Per Hour for the life of the Agreement
November 1, 2013	\$2.65
January 1, 2021	\$2.80

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

- All hours worked or paid for
- Periods of Paid vacation
- Jury Duty
- Bereavement leave
- Statutory holidays

No contributions are required to be paid for:

- Change in shift penalty
- Call time - where a call involves a four hour minimum embodying call time and hours worked, contributions are only required for hours worked.
- Severance allowance.
- Non-work hours as described in Section 8, hereunder.

- (d) In no case shall the employer remit hours in excess of 2080 hours per year.

- (e) (i) Contributions shall be made on a calendar month basis for each eligible employee and the Company shall submit the total contribution to the Trust aforesaid, not later than the 20th day of the following month.
- (ii) The Company agrees to hold in trust, until remitted, all amounts payable in respect of the Plan pursuant to this Agreement and shall be liable, as such, for failure to remit for any reason including, but not limited to liquidation, assignment or bankruptcy of the Company.

- (iii) The Company acknowledges that the Trustees of the Plan shall have the right to take legal action against the Company to obtain payment of all contributions and interest thereon due pursuant to this Agreement.
- (iv) The Company agrees that, if contributions are not received by the Plan Administrator within the agreed time period (or postmark on the envelope enclosing the contributions is not within the agreed time period), then the Company shall be liable for the payment of such contributions plus interest on the contributions at a rate determined by the Trustees but not to exceed 2% per month from the date such contributions were due to the date of receipt by the Plan Administrator.
- (v) The Company agrees that, if the Union or the Trustees of the Plan incur any legal or other costs to recover contributions due and payable by the Company, the Company shall be liable to reimburse the Union or the Trustees for such costs.

Section 8 - Non-Work Hours

In order that the Trustees may properly adjudicate any pension credits that may be due to an employee during periods of absence from work due to disability, the Company agrees to provide, on a monthly basis, a report of all hours of work lost by any employee due to disability for which the employee is receiving temporary time loss benefits from the Workers Compensation Board, Weekly Indemnity or Long Term Disability Benefits under a group insurance plan provided pursuant to this Agreement or Maternity / Parental or Disability Benefits under the Employment Insurance Act.

This report shall be provided no later than the 20th day of the month following the month in which the employee suffered loss of hours due to disability or maternity.

APPENDIX "E"

INDUSTRY ADVANCEMENT FUND

**TEAMSTERS LOCAL NO. 31
UNION/INDUSTRY ADVANCEMENT FUND**

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.

The employer shall make contributions of five cents (\$.05) per hour for which wages are payable hereunder for each employee covered by this Collective Agreement to a maximum of 168 hours per month.

Payment of said funds shall be made to the Teamsters Local No. 31 Union/Industry Advancement Fund by the 16th of the month following that to which they refer.

This payment will be dependent and separate from any other payment made to Teamsters Local Union No. 31.

Effective January 1, 1996

DATED THIS 21 DAY OF December, 2017

**SIGNED ON BEHALF OF THE
EMPLOYER**

**SIGNED ON BEHALF OF THE
UNION**

CE Smith

Stan Hennessy

Anthony

LETTER OF UNDERSTANDING #1

**BETWEEN:
QUICKLOAD CEF INC.
AND:
TEAMSTERS UNION LOCAL NO. 31**

Re: SENIORITY

Employees currently working within the Employer's Container Examination Facilities and currently members of Teamsters Local No. 31 and who commence employment with the Employer, effective November 01, 2013.

The Employer agrees that the seniority date for the following employees currently working within the Employer's Container Examination Facilities and who are currently members of Teamsters Local No. 31 and who commence employment with the Employer effective November 01, 2013, shall reflect their time worked at the Employer's Container Examination Facility prior to accepting employment with the Employer:

Don White	August 8, 2008
Robert McLeod	April 10, 2012
Roger Basso	July 12, 2012
Jeff Kelly	August 23, 2012

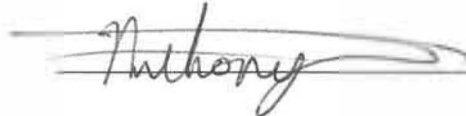
The seniority date shall be adjusted for the aforementioned employees and they shall continue to maintain that seniority date as long as they remain employed continuously with the Employer. The adjusted seniority date for the aforementioned employees shall be the date used for all terms and conditions where seniority is a factor of entitlement.

SIGNED THIS 21 DAY OF December, 2017

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION





LETTER OF UNDERSTANDING #2

**BETWEEN:
QUICKLOAD CEF INC.
AND:
TEAMSTERS UNION LOCAL NO. 31**

Re: VACATION ENTITLEMENT:

Employees currently working within the Employer's Container Examination Facility and currently members of Teamsters Local No. 31 and who commence employment with the Employer, effective November 01, 2013.

The Employer agrees that the following employees currently working within the Employer's Container Examination Facilities and who are currently members of Teamsters Local No. 31 and who commence employment with the Employer effective November 01, 31, shall continue to be entitled to vacation as per the following entitlement levels:

Don White	August 8, 2008
Robert McLeod	April 10, 2012
Roger Basso	July 12, 2012
Jeff Kelly	August 23, 2012

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

All employees with five (5) years or more 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 - Six 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.

The aforementioned employees shall continue to earn vacation at the described entitlement levels as long as they remain employed continuously with the Employer.

SIGNED THIS 21 DAY OF December , 2017

**SIGNED ON BEHALF OF THE
EMPLOYER**

**SIGNED ON BEHALF OF THE
UNION**

CE Smith

Anthony

LETTER OF UNDERSTANDING #3

**BETWEEN:
QUICKLOAD CEF INC.
AND:
TEAMSTERS UNION LOCAL NO. 31**

Re: HEALTH AND WELFARE PLAN

The parties have agreed to the provision of Health and Welfare Benefits under the Employer's Health and Welfare Plan on the understanding that the benefits provided under that plan are equal to, or better than, the benefits provided by the Teamsters National Benefit Plan, Coverage Level A.

SIGNED THIS 21 DAY OF December , 2017

IN WITNESS WHEREOF the Parties hereto have set their hands and seals the day and year first above written.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

CE Sney

Anthony

LETTER OF UNDERSTANDING #4

**BETWEEN:
QUICKLOAD CEF INC.
AND:
TEAMSTERS UNION LOCAL NO. 31**

Re: BANKED OVERTIME

1. By mutual agreement in writing the Employer and its employee, arrangements may be made for the duration of the Contract, to bank accumulated overtime to a **maximum of 40 hours in any one calendar year**. The employee may then request his overtime in time off. However, he must inform the Employer as to his request which will remain in effect for the term of this Contract. Upon request by the employee, such time off will be taken at the Employer's discretion consistent with the efficient operation of the business. The minimum unit of banked overtime to be utilized is equivalent to eight (8) regular hours.
2. Where an employee desires to bank his overtime he shall request in writing indicating this, which will be binding for the duration of the Collective Agreement.
3. Overtime, which is banked shall be credited in terms of hours, and when taken as time off, shall be paid out at the same hourly rate as banked. When an employee leaves the Employer, all banked hours shall be paid out in total Banked time not used by the 2nd last pay period of the calendar year, shall be paid out on the last pay period of the calendar year.
4. The Employer will keep record of all banked overtime, which will be available for perusal by the employee.
5. Example of Banked Hours:
1 hour at 1 1/2 times - 1 1/2 Hour Banked
1 hour at double time - 2 Hours Banked
6. This Letter of Understanding shall take effect on the first day of the month following the signing of the Collective Agreement.

SIGNED THIS 21 DAY OF December , 2017

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

CE Smith

Anthony

LETTER OF UNDERSTANDING #5

**BETWEEN:
QUICKLOAD CEF INC.
AND:
TEAMSTERS LOCAL UNION NO. 31**

Re: SUPPLY COVERALLS

If requested by the employee, employer to supply 2 pairs of coveralls of a good quality and size to fit all Teamsters Members within 1 month of ratification. The coveralls will be replaced annually if required.

DATED THIS 21 DAY OF December , 2017

**SIGNED ON BEHALF OF THE
EMPLOYER**

**SIGNED ON BEHALF OF THE
UNION**



